

C3 Take the following actions regarding Tract No. 18-0001, Stillwater Ranches Unit 2 Phase 2 (SR) in the Palo Cedro area: (1) For the SR Permanent Road Division (PRD) receive: (a) a petition for formation and the petition for activation of the PRD; (b) an affidavit verifying information contained in the petitions; (c) the annual maintenance cost estimate for the PRD; (d) the County Surveyor's Report on the boundary description (in the form of a map); (e) the Consent and Waiver to Assess Annual Parcel Charges from Albert L. Shufelberger, President of Stillwater Properties, a California Corporation; and (f) the annual parcel charge report; (2) adopt a resolution which forms the PRD and a resolution which confirms the annual parcel charge report for Fiscal Year 2024-2025; and (3) for SR: (a) approve the Final Map for filing and recordation; (b) find that as required by Planning Commission Resolution No. 2018-033, adopted November 8, 2018, all required offers of dedication for public roads, pedestrian path easements, public utility easements, and open space easements as shown on the Final Map have been made and on behalf of the public, accept said offers of dedication; and (c) approve and execute a Maintenance Agreement with the Developer guaranteeing workmanship on the project roads and accept a security for maintenance in the amount of \$83,847.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE:

October 3, 2023

CATEGORY:

Consent Calendar

SUBJECT:

Take the following actions regarding Tract No. 18-0001, Stillwater Ranches Unit 2 Phase 2 Permanent Road Division (PRD) in the Palo Cedro area: (1) Receive the: (a) petition for formation; (b) petition for activation; (c) affidavit for formation; (d) annual maintenance cost estimate; (e) County Surveyor's Report (in the form of a map); (f) Consent and Waiver to Assess Annual Parcel Charges; and (g) annual parcel charge report; (2) adopt resolutions which: (a) forms the PRD; and (b) confirms the annual parcel charge report for Fiscal Year 2024-2025; (3) approve the Final Map for filing and recordation; and (4) approve a maintenance agreement with Albert L. Shufelberger, President of Stillwater Properties to guarantee workmanship on the project roads and accept a security bond for maintenance.

DEPARTMENT:

Public Works

SUPERVISORIAL DISTRICT #:

District 3

DEPARTMENT CONTACT:

Troy Bartolomei, Interim Director of Public Works, (530) 225-5661

STAFF REPORT APPROVED BY:

Troy Bartolomei, Interim Director of Public Works

Vote Required?

Simple Majority Vote

General Fund Impact?

No General Fund Impact

RECOMMENDATION

Take the following actions regarding Tract No. 18-0001, Stillwater Ranches Unit 2 Phase 2 Permanent Road Division (PRD) in the Palo Cedro area: (1) Receive the: (a) petition for formation and the petition for activation of the PRD; (b) affidavit verifying information contained in the petitions; (c) annual maintenance cost estimate for the PRD; (d) receive the County Surveyor's Report on the boundary description (in the form of a map); (e) Consent and Waiver to Assess Annual Parcel Charges from Albert L. Shufelberger, President of Stillwater Properties, a California Corporation (Developer); (f) annual parcel charge report; (2) adopt a resolution which forms the PRD; (3) adopt a resolution which confirms the annual parcel charge report for Fiscal Year 2024-2025; (4) approve the Final Map for filing and recordation; (5) find that as required by Planning Commission Resolution No. 2018-033, adopted November 8, 2018, all required offers of dedication for public roads, pedestrian path easements, public utility easements, and open space; easements as shown on the Final Map have been made and on behalf of the public, accept said offers of dedication; and (6) approve a maintenance agreement with the Developer guaranteeing workmanship on the project roads and accept a security bond for maintenance in the amount of \$83,847.

DISCUSSION

On November 8, 2018, the Planning Commission approved the tentative map for Tract No 18-0001, Stillwater Ranches Unit 2 Phase 2. This is an eighteen-lot subdivision on the northerly side of Old 44 Drive Road in the Palo Cedro area.

The Developer was conditioned to form a PRD to maintain roads within the subdivision. The Developer presently owns all of the subdivision lots and has submitted valid petitions asking the Board to form and activate the PRD. The proposed annual parcel charges are \$1,169 per lot. Proposition 218 requires a public hearing and a vote of the affected property owners. The owner has executed a Consent and Waiver to Assess Annual Parcel Charge document. The owner has thus consented to waive any and all entitlement to notice of a public hearing, the right to a public hearing, and the right to protest the proposed annual parcel charge. There are no other individuals or entities known to the County who own any property within the proposed PRD or subdivision or who would otherwise be entitled notice and a public hearing.

Adoption of the attached resolutions will fulfill all approval requirements for the Final Map. Staff recommends that the Board approve the Final Map for filing and recordation.

A Mitigated Negative Declaration was adopted by the Planning Commission in conjunction with the approval of Tentative Tract Map 18-0001 in accordance with the California Environmental Quality Act (CEQA). The Planning Director has reviewed the Final Map and has found it to be in substantial conformance with Tentative Tract Map 18-0001 as approved by the Planning Commission. No further environmental review is necessary pursuant to CEQA.

ALTERNATIVES

State law requires the filing of the final map when all conditions of the tentative map have been met or bonded for. The Board may decline to form the PRD and waive the requirement for the PRD as outlined in County Ordinance 667. The Board could also decline to form the PRD and elect to have the maintenance costs borne by the County Road Fund or decline to have the roads maintained altogether. Additional actions may be required and costs to the County may occur should the Board choose one of those options.

OTHER AGENCY INVOLVEMENT

The conditions of approval were established by the Planning Commission. County Counsel has approved the petitions, resolutions, agreement, and consent and waiver document as to form. Risk Management has reviewed and approved the agreement. The recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

Sufficient appropriations to administer the formation of the PRD are included in the Fiscal Year 2023-24 Roads Budget. Formation costs are reimbursed by the Developer. Future maintenance costs will be covered through parcel charges paid by the residents of the PRD.

ATTACHMENTS:

- 1: Petition for Formation
- 2: Petition for Activation
- 3: Affidavit
- 4: Maintenance Cost Estimate
- 5: County Surveyor's Report (Map)
- 6: Consent and Waiver
- 7: Annual Parcel Report FY 24-25
- 8: Forming Resolution
- 9: Forming Resolution - Exhibit A (Consent and Waiver)
- 10: Forming Resolution - Exhibit B (Boundary Map)
- 11: Annual Parcel Report Resolution
- 12: Annual Parcel Report Resolution - Exhibit A (Consent and Waiver)
- 13: Annual Parcel Report Resolution - Exhibit B (Parcel Report)
- 14: Maintenance Agreement
- 15: Warranty Bond



PETITION FOR FORMATION OF PERMANENT ROAD DIVISION

TO: The Board of Supervisors, County of Shasta, State of California

The undersigned petitioners respectfully petition the above-entitled Board for the formation of a permanent road division pursuant to Article 3, Chapter 4, Division 2, of the Streets and Highway Code of the State of California, and respectfully show the Board:

I.

That the name of the proposed division is Stillwater Ranches Unit 2 Phase 2 Permanent Road Division.

II.

That the signatures hereunto affixed are the signatures of at least 60% of the landowners and at least 50% of the total assessed valuation within the hereinafter described boundaries of the proposed division.

III.

That the boundaries of the proposed division are as described in Exhibit "A" attached hereto and incorporated herein.

IV.

That the number of acres within the boundaries of the proposed division is approximately 54.10 acres.

V.

That the assessed valuation of the said acreage within the boundaries of the said proposed division according to the last equalized assessment roll of the County of Shasta, State of California, is as follows: \$0.00.

VI.

That the value of the improvements on real estate and of the personal property within the proposed division according to the last equalized assessment roll is as follows: \$ 1,908,676.00.

VII.

That the total assessed value of acreage and improvements within the proposed division according to the last equalized assessment roll is as follows: \$ 1,908,676.00.

VIII.

That the number of the dwellings within the boundaries of said proposed division, as nearly as can be ascertained, is as follows: 0.

IX.

That the location of the roadways and facilities which are desired to be permanently maintained is shown on Exhibit "A" as the following named roads: White Antler Court, White Deer Court, White Antler Court at Stillwater Creek bridge, and Stillwater Ranches Emergency Fire Escape Road (EFER).

Page 2

Date _____

Shute/barger *Shute/barger*

9565 Twin Creek Rd 8-11-2023

[illegible]

LEGEND



PRD NO.



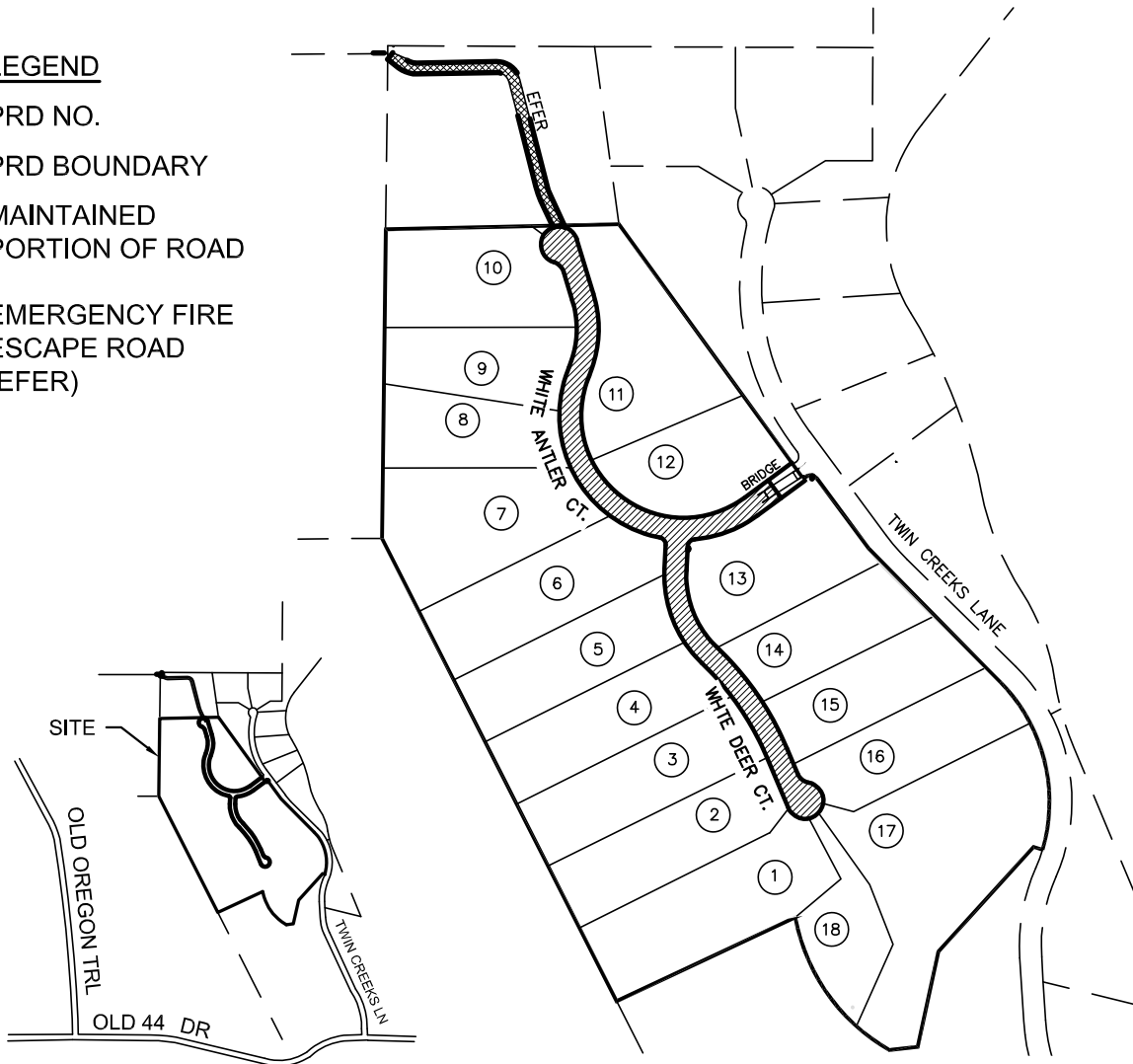
PRD BOUNDARY



MAINTAINED
PORTION OF ROAD



EMERGENCY FIRE
ESCAPE ROAD
(EFER)



VICINITY MAP

No.	Lot No.	Property Owner
1	1	ALBERT L. SHUFELBERGER
2	2	ALBERT L. SHUFELBERGER
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"EXHIBIT A"

PERMANENT ROAD DIVISION

STILLWATER UNIT 2 PHASE 2

IN THE W 1/2 OF SECTION 2, T31N, R4W, MDM, IN
THE UNINCORPORATED TERRITORY OF SHASTA
COUNTY, CALIFORNIA.

DATE: 06-30-23 NOT TO SCALE SHEET 1 OF 1



**PETITION FOR ACTIVATION
OF PERMANENT ROAD DIVISION**

To: The Board of Supervisors, County of Shasta, State of California

Subject: **Petition for** ☐ **Construction/Improvement** ☒ **Permanent Maintenance of Roads**

We the undersigned, being at least 60% of the landowners within the Stillwater Ranches Unit 2 Phase 2 Permanent Road Division and at least 50% of the total assessed valuation within said division do hereby petition and request the Board of Supervisors to:

- ☐ ~~Loan funds in the amount of \$_____ for the cost of improvements to the _____ roads within the proposed permanent road division and to levy an annual fee upon each parcel in the proposed permanent road division to sufficiently repay the loan over a period not to exceed 20 years; and~~
- ☒ Levy annually a fee in the amount of \$1,022.00 per parcel in the Stillwater Ranches Unit 2 Phase 2 Permanent Road Division for the permanent maintenance of White Antler Court, White Deer Court, White Antler Court at Stillwater Creek bridge, and the Stillwater Ranches Emergency Fire Escape Road (EFER) lying within the division.


If the necessary number of signatures are obtained on this activation petition, a ballot will be mailed to each property owner and a public hearing will be scheduled before the Board of Supervisors in accordance with Proposition 218 requirements. Only if a majority of the returned ballots are in support of the parcel charge, may the Board of Supervisors consider the enactment of the proposed annual parcel charge.

Last Name
(Printed)

Signature

Mailing Address

Date

Shufelberg		2565 TwinCreek Rd	8-11-2023
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF SHASTA)

The said valuations specified in such petition are complete and correct as noted on the petition, and that this represents at least 60% of the Landowners and at least 50% of the total assessed valuation within the proposed Permanent Road Division.

Dated: May 11, 2023

Dated: May 11, 2023



STILLWATER RANCHES UNIT 2 PHASE 2 PRD (TR 18-0001)
PERMANENT ROAD DIVISION
REVENUE NEEDS

1 Stillwater Ranch PRD will need to be sealed in 10 years and resurfaced in approximately 20 years

a. New AC surface in 20 years 0.38 mi (41,000 sf including turnouts and cul-de-sacs)

Installation Cost/ton	Paved Surface (sf)	Overlay (in)	Density of AC (lb/ft ³)	Quantity (Ton)
\$250	50,777	1.0	150	317

Subtotal - \$/ton x Sqft x Depth (in) x Density (#/ft3)/(12 in/ft x 2,000 lb/ton) = \$ 79,339

Additional cost for future paving @ 3% for 20 years = \$ 63,956

\$ 143,295 Total future cost (Divided by 20 years) Use \$ 7,165

b. Slurry Seal in 10 years 0.38 mi (55,350 sf including, cul-de-sac, and bike paths)

Installation Cost/ton	Paved Surface (sf)	Density of Slurry (lb/SY)	Quantity (Ton)
\$400	63,237	16	56

Subtotal - \$/ton x ft2 x density (#/yd2)/(9 ft2/yd2 x 2,000 lb/ton) = \$ 22,484

Additional cost for future slurry seal @ 3% for 10 years = \$ 7,733

\$ 30,217 Total future cost (Divided by 10 years) Use \$ 3,022

2 Bridge deck seal and MBGR repair in 30 years. See Bridge Maintenance Estimate Sheet 2 of 2.

Subtotal for deck seal and approach railing repair. \$ 49,037

Additional cost for future bridge maintenance @ 3% for 30 years = \$ 69,989

\$ 119,026 Total future cost (Divided by 30 years) Use \$ 3,968

3 EFER maintenance. 15,500 Sqft of grading and base rock for 10 years. See EFER Maintenance Sheet

\$ 19,000

Additional cost for EFER maintenance @ 3% for 10 years = \$ 6,534

\$ 25,534 Total future cost (Divided by 10 years) Use \$ 2,553

4 Annual maintenance fees from now until the roads are resurfaced are as follows: 10 year slurry

a. Patching	\$ 2,000
b. Grading of shoulders & ditches, weed control	\$ 3,000
c. Snow removal, use \$2,382/mile/yr	\$2,382 x 0.00 miles = n/a
d. Total annual cost for maintenance	\$ 5,000

Additional cost for Annual maintenance @ 3% for 10 years = \$ 1,720

\$ 6,720	Total future cost (Divided by 10 years)	Use	\$ 672
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5 Administration and Liability Insurance costs for 10 years.

a.	A-87	\$ 3,000
b.	Administration	\$ 3,000
c.	Tax Collection Administration	\$ 2,000
d.	Liability Insurance	\$ 2,200
e.	Total cost for Admin and Insurance for 10 years.	<u>\$ 10,200</u>

\$ 10,200	Total future cost (Divided by 10 years)		\$ 1,020
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PROPOSED FEES



Total number of Parcels:	TR 18-0001	18
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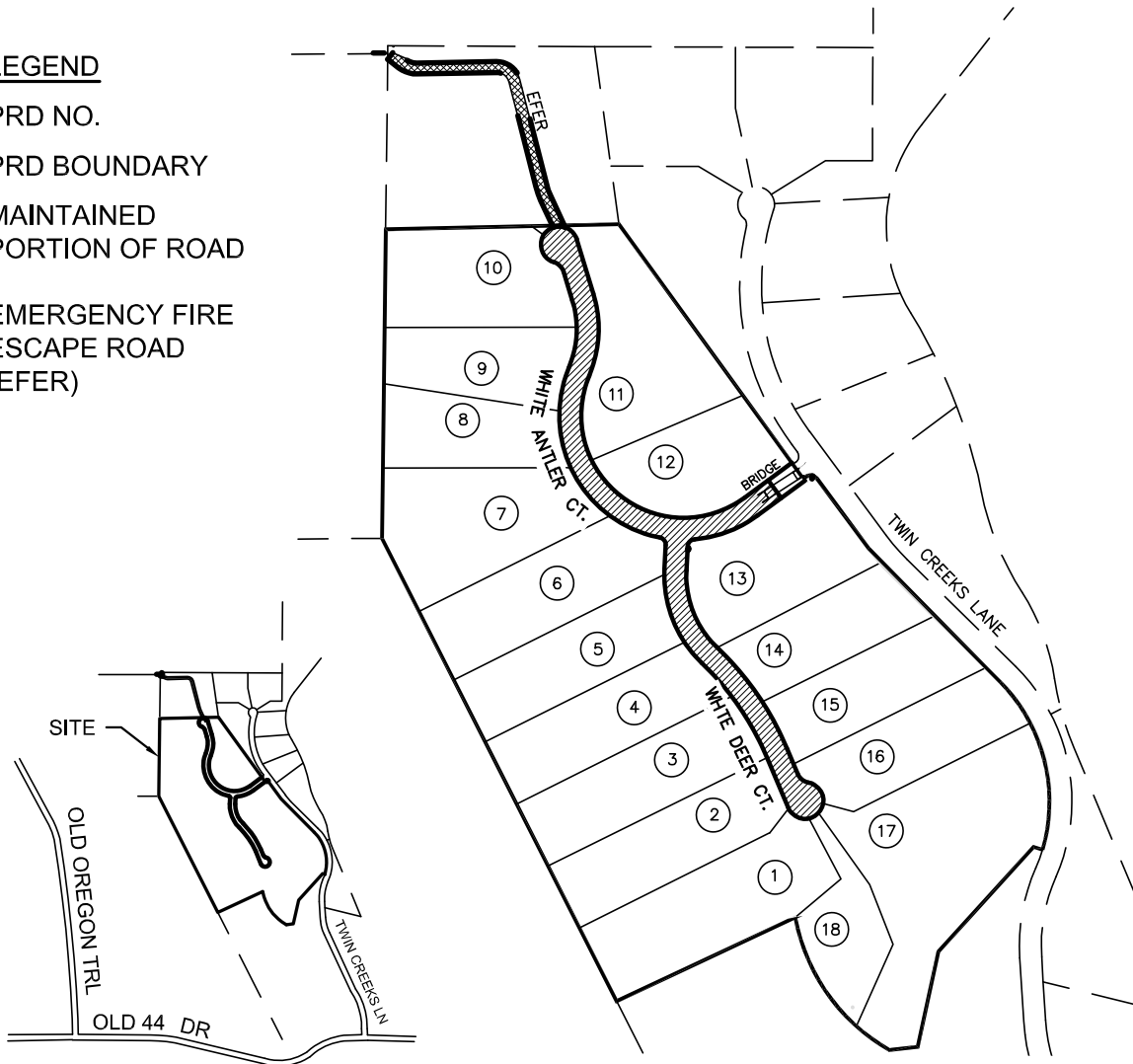
Total annual cost: (1a) + (1b) + (2) + (3) + (4) + (5)		\$ 18,399
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Total annual cost/# parcel:	\$ 18,399 /	18		\$ 1,022
			Use	\$ 1,022

Parcel large amortization interest rate from Engineering News and Review using 10-year average is 3.6%.
 5-year average is 3.9%. Use 3.0% for this estimate.

LEGEND

- (X) PRD NO.
- PRD BOUNDARY
-  MAINTAINED PORTION OF ROAD
-  EMERGENCY FIRE ESCAPE ROAD (EFER)



VICINITY MAP

No.	Lot No.	Property Owner
1	1	ALBERT L. SHUFELBERGER
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"COUNTY SURVEYOR'S REPORT"

PERMANENT ROAD DIVISION

STILLWATER UNIT 2 PHASE 2

IN THE W 1/2 OF SECTION 2, T31N, R4W, MDM, IN
THE UNINCORPORATED TERRITORY OF SHASTA
COUNTY, CALIFORNIA.

DATE: 06-30-23 NOT TO SCALE SHEET 1 OF 1

Stillwater Ranches Unit 2 Phase 2
Permanent Road Division
County of Shasta

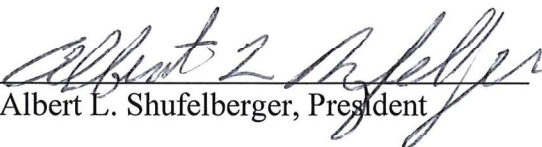
Consent and Waiver to Assess Annual Parcel Charges

The undersigned represents, consents, agrees, and waives as follows:

1. I am the sole owner or an authorized representative of the owner of the parcel of land identified as Assessor's Parcel Number 111-290-011, County of Shasta (the "Subject Parcel").
2. The Subject Parcel is identified in the County Surveyor's Report (Exhibit A) for the "Permanent Road Division, Stillwater Ranches Unit 2 Phase 2" (PRD), and is divided into eighteen lots assigned as PRD Nos. 1 through 18.
3. I am the sole owner of all eighteen lots assigned as PRD Nos. 1 through 18 of the "Permanent Road Division, Stillwater Ranches Unit 2 Phase 2."
4. I acknowledge, agree, and consent that the annual parcel charge per lot in the PRD will be \$1,022.00 to be assessed for the maintenance of White Antler Court, White Deer Court, White Antler Court at Stillwater Creek bridge, and the Stillwater Ranches Emergency Fire Access Road (EFER).
5. I hereby waive any and all entitlement to notice of hearing, a public hearing, and the right to protest the assessment described in paragraphs four (4), above, as otherwise required by law with respect to the imposition of the annual parcel charges, including but not limited to any and all rights pursuant to Article XIII C and D of the California Constitution, California Government Code sections 53750 through 53756, and California Streets & Highways Code sections 1160 through 1193. I understand and agree that this consent and waiver is irrevocable.

PROPERTY OWNER

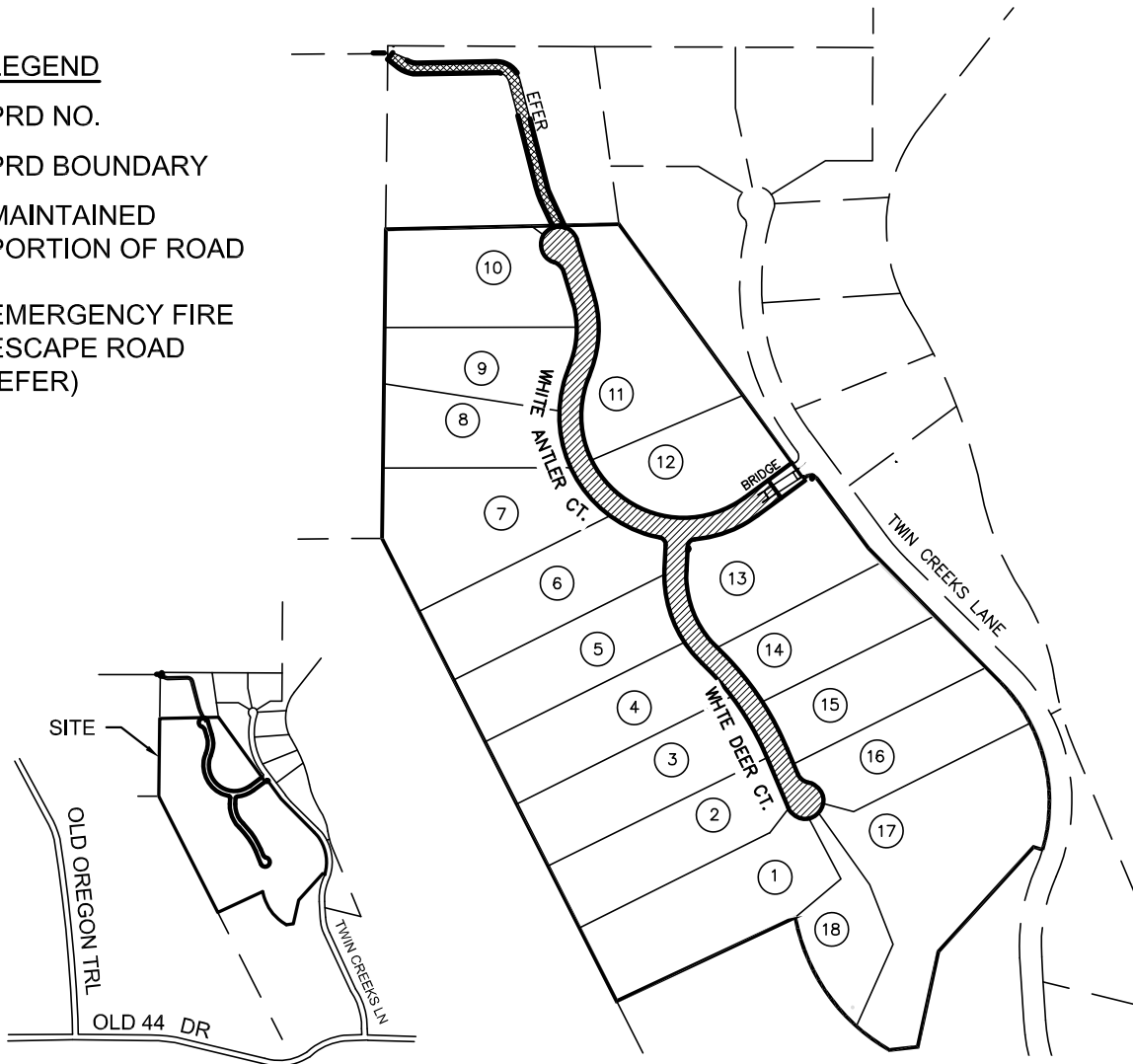
STILLWATER PROPERTIES, A CALIFORNIA CORPORATION

By: 
Albert L. Shufelberger, President

Date: 8-11-2023

LEGEND

- (X) PRD NO.
- PRD BOUNDARY
- MAINTAINED PORTION OF ROAD
- EMERGENCY FIRE ESCAPE ROAD (EFER)



VICINITY MAP

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”EXHIBIT A”

PERMANENT ROAD DIVISION

STILLWATER UNIT 2 PHASE 2

IN THE W 1/2 OF SECTION 2, T31N, R4W, MDM, IN
THE UNINCORPORATED TERRITORY OF SHASTA
COUNTY, CALIFORNIA.

DATE: 06-30-23 NOT TO SCALE SHEET 1 OF 1

ANNUAL PARCEL REPORT – FISCAL YEAR 2024-2025
STILLWATER RANCHES UNIT 2 PHASE 2 PRD
(FINAL)
September 12, 2023

ASSESSMENT CODE: Unknown

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	CHARGE
111-290-011	STILLWATER PROPERTIES	1,022.00
111-290-011	STILLWATER PROPERTIES	1,022.00
111-290-011	STILLWATER PROPERTIES	1,022.00
111-290-011	STILLWATER PROPERTIES	1,022.00
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111-290-011	STILLWATER PROPERTIES	1,022.00
111-290-011	STILLWATER PROPERTIES	1,022.00
111-290-011	STILLWATER PROPERTIES	1,022.00
	TOTAL CHARGES	18,396.00

RESOLUTION NO. 2023-

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
FORMING THE STILLWATER RANCHES UNIT 2 PHASE 2
(TRACT MAP NO. 18-0001)
PERMANENT ROAD DIVISION**

WHEREAS, a petition by Albert L. Shufelberger, President of Stillwater Properties, a California Corporation, who is the sole owner of Tract No. 18-0001, was received by the Board of Supervisors on October 3, 2023, requesting the formation of the Stillwater Ranches Unit 2 Phase 2 Permanent Road Division; and

WHEREAS, said property owner has requested the formation of the Stillwater Ranches Unit 2 Phase 2 Permanent Road Division to comply with conditions as set forth in the Shasta County Planning Commission Resolution No. 2018-033; and

WHEREAS, the property owner has executed the Consent and Waiver to Assess Annual Parcel Charge, attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the County Surveyor has reported on the correct description of the boundaries of the proposed division by submitting the attached boundary map attached hereto as Exhibit B and incorporated herein.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors hereby declares the Stillwater Ranches Unit 2 Phase 2 Permanent Road Division to be formed within the boundaries as shown on the attached map pursuant to the provisions of the Streets and Highways Code § 1166.

DULY PASSED AND ADOPTED this 3rd day of October, 2023, by the Board of Supervisors of the County of Shasta, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

PATRICK JONES, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:
DAVID J. RICKERT
Clerk of the Board of Supervisors

By _____
Deputy

Exhibit A

Stillwater Ranches Unit 2 Phase 2
Permanent Road Division
County of Shasta

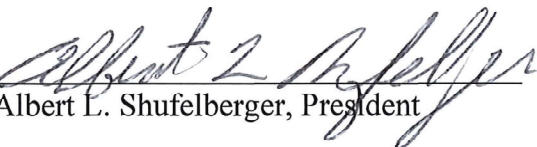
Consent and Waiver to Assess Annual Parcel Charges

The undersigned represents, consents, agrees, and waives as follows:

1. I am the sole owner or an authorized representative of the owner of the parcel of land identified as Assessor's Parcel Number 111-290-011, County of Shasta (the "Subject Parcel").
2. The Subject Parcel is identified in the County Surveyor's Report (Exhibit A) for the "Permanent Road Division, Stillwater Ranches Unit 2 Phase 2" (PRD), and is divided into eighteen lots assigned as PRD Nos. 1 through 18.
3. I am the sole owner of all eighteen lots assigned as PRD Nos. 1 through 18 of the "Permanent Road Division, Stillwater Ranches Unit 2 Phase 2."
4. I acknowledge, agree, and consent that the annual parcel charge per lot in the PRD will be \$1,022.00 to be assessed for the maintenance of White Antler Court, White Deer Court, White Antler Court at Stillwater Creek bridge, and the Stillwater Ranches Emergency Fire Access Road (EFER).
5. I hereby waive any and all entitlement to notice of hearing, a public hearing, and the right to protest the assessment described in paragraphs four (4), above, as otherwise required by law with respect to the imposition of the annual parcel charges, including but not limited to any and all rights pursuant to Article XIII C and D of the California Constitution, California Government Code sections 53750 through 53756, and California Streets & Highways Code sections 1160 through 1193. I understand and agree that this consent and waiver is irrevocable.

PROPERTY OWNER

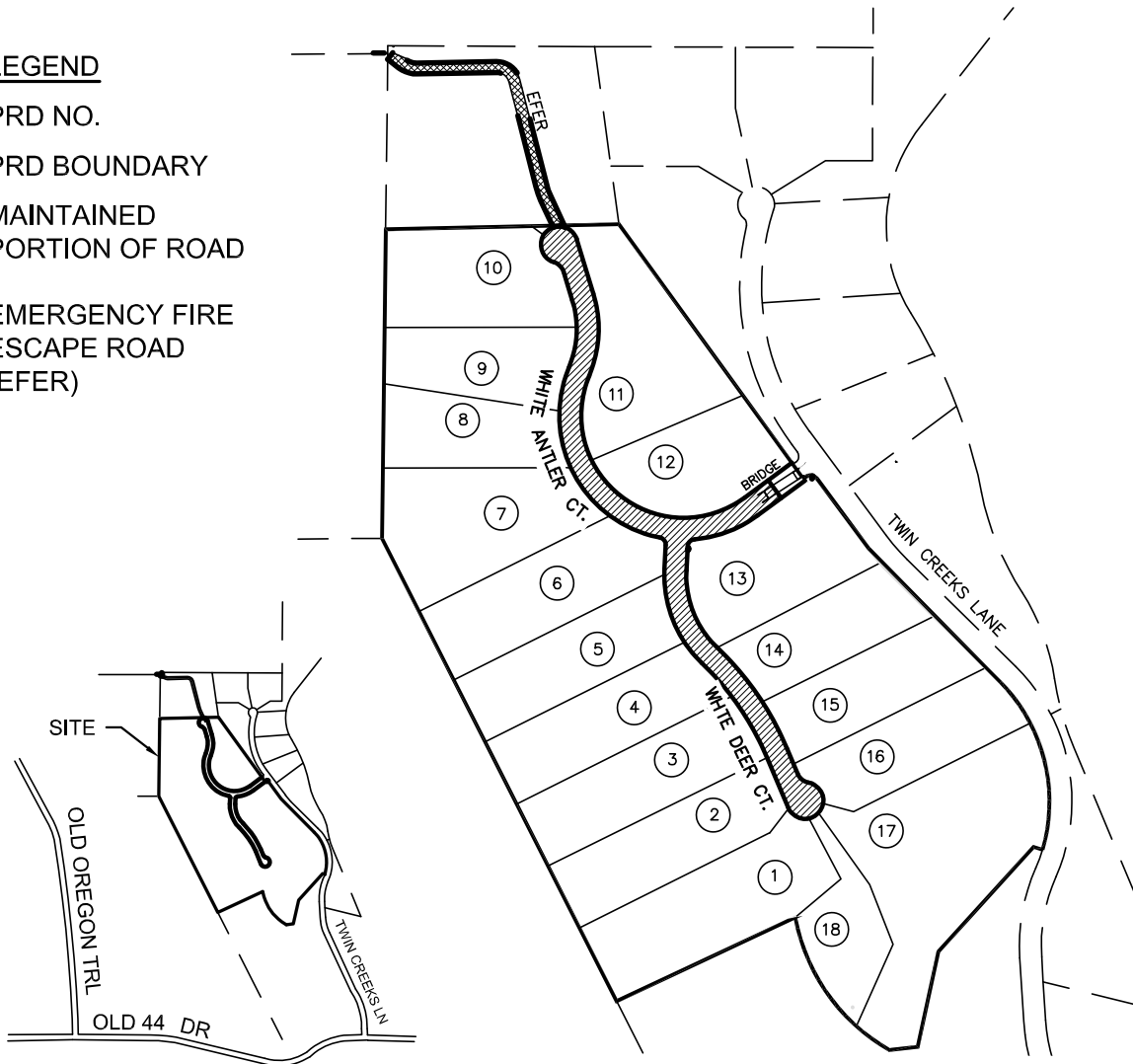
STILLWATER PROPERTIES, A CALIFORNIA CORPORATION

By: 
Albert L. Shufelberger, President

Date: 8-11-2023

LEGEND

- (X) PRD NO.
- PRD BOUNDARY
- MAINTAINED PORTION OF ROAD
- EMERGENCY FIRE ESCAPE ROAD (EFER)



VICINITY MAP

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”EXHIBIT A”

PERMANENT ROAD DIVISION

STILLWATER UNIT 2 PHASE 2

IN THE W 1/2 OF SECTION 2, T31N, R4W, MDM, IN
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DATE: 06-30-23 NOT TO SCALE SHEET 1 OF 1

LEGEND



PRD NO.

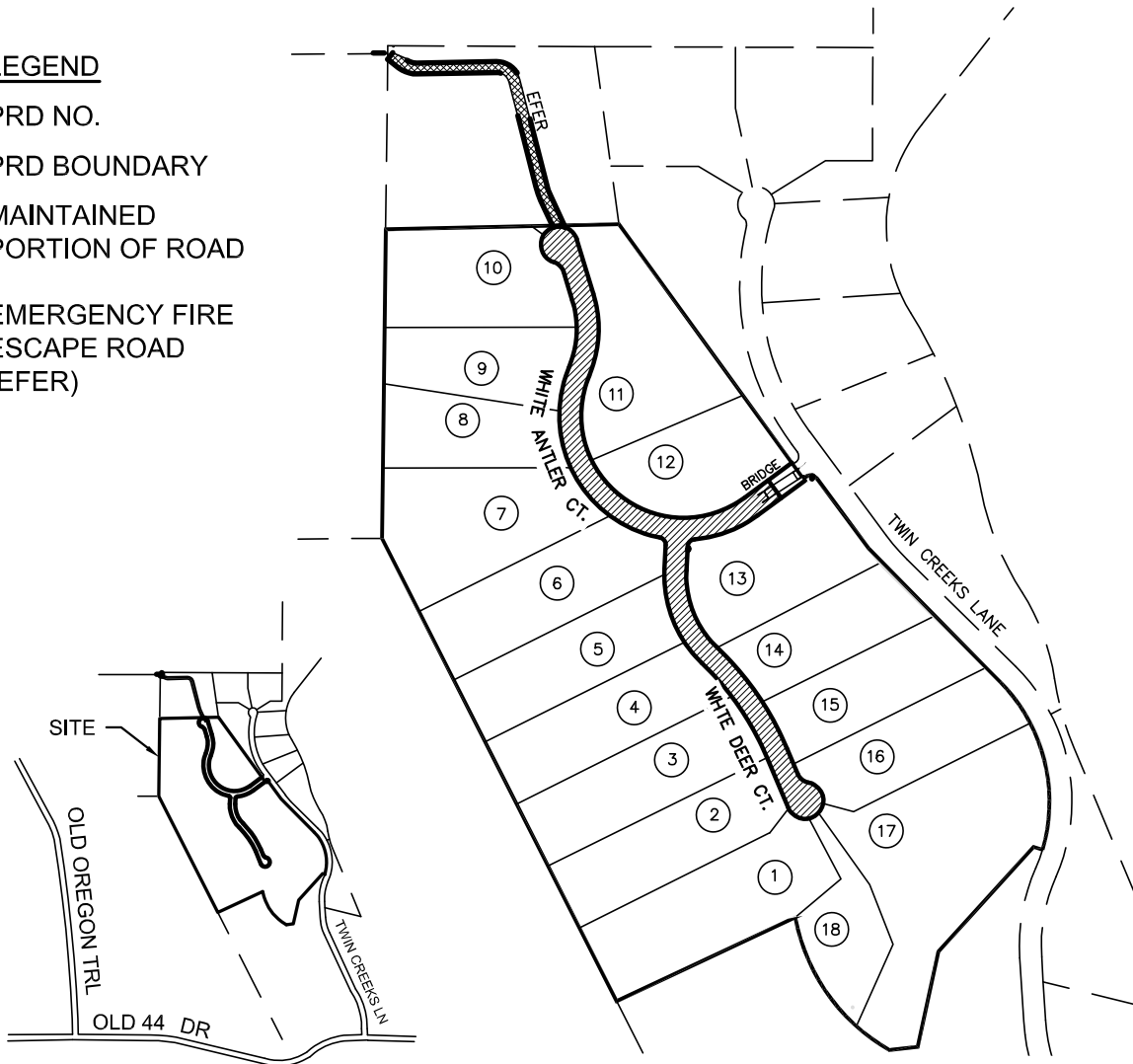
PRD BOUNDARY



MAINTAINED
PORTION OF ROAD



EMERGENCY FIRE
ESCAPE ROAD
(EFER)



VICINITY MAP

No.	Lot No.	Property Owner
1	1	ALBERT L. SHUFELBERGER
2	2	ALBERT L. SHUFELBERGER
3	3	ALBERT L. SHUFELBERGER
4	4	ALBERT L. SHUFELBERGER
5	5	ALBERT L. SHUFELBERGER
6	6	ALBERT L. SHUFELBERGER
7	7	ALBERT L. SHUFELBERGER
8	8	ALBERT L. SHUFELBERGER
9	9	ALBERT L. SHUFELBERGER
10	10	ALBERT L. SHUFELBERGER
11	11	ALBERT L. SHUFELBERGER
12	12	ALBERT L. SHUFELBERGER
13	13	ALBERT L. SHUFELBERGER
14	14	ALBERT L. SHUFELBERGER
15	15	ALBERT L. SHUFELBERGER
16	16	ALBERT L. SHUFELBERGER
17	17	ALBERT L. SHUFELBERGER
18	18	ALBERT L. SHUFELBERGER

"EXHIBIT B"

PERMANENT ROAD DIVISION

STILLWATER UNIT 2 PHASE 2

IN THE W 1/2 OF SECTION 2, T31N, R4W, MDM, IN
THE UNINCORPORATED TERRITORY OF SHASTA
COUNTY, CALIFORNIA.

DATE: 06-30-23 NOT TO SCALE SHEET 1 OF 1

RESOLUTION NO. 2023-

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
CONFIRMING THE ANNUAL PARCEL REPORT FOR FY 2024-2025
FOR THE
(TRACT NO. 18-0001)
PERMANENT ROAD DIVISION**

WHEREAS, on October 3, 2023, the Annual Parcel Report for Fiscal Year 2024-2025 for the Stillwater Ranches Unit 2 Phase 2 Permanent Road Division (PRD) was filed with the Clerk of the Board of Supervisors pursuant to Shasta County Code § 3.20.020; and

WHEREAS, said report contains a description of each parcel of real property receiving service or benefit from the Stillwater Ranches Unit 2 Phase 2 Permanent Road Division Program and the amount of the annual charge for each parcel for this particular extended service; and

WHEREAS, the property owner, Albert L. Shufelberger, President of Stillwater Properties, a California Corporation, who is the sole owner of each parcel of real property within the PRD, has executed a Consent and Waiver to Assess Annual Parcel Charges, attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the property owner has waived any and all entitlement to notice of a public hearing and the right to protest the annual parcel charges as described in the Consent and Waiver to Assess Annual Parcel Charges (Exhibit A), as otherwise required by law with respect to the imposition of the annual parcel charges including, but not limited to, any and all rights pursuant to Article XIII C and D of the California Constitution, California Government Code sections 53750 through 53756, and California Streets & Highways Code sections 1160 through 1193; and

WHEREAS, the property owner has consented to the imposition of the annual parcel charges.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Streets and Highways Code § 1179.5, the Annual Parcel Report for Fiscal Year 2024-2025 for the Stillwater Ranches Unit 2 Phase 2 Permanent Road Division, attached and incorporated hereto as Exhibit B, is hereby adopted without amendment.

BE IT FURTHER RESOLVED that the parcel charges set forth in said report shall appear as a separate item on the tax bill for the affected parcels and shall be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected.

DULY PASSED AND ADOPTED this 3rd day of October 2023, by the Board of Supervisors of the County of Shasta, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

PATRICK JONES, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:
DAVID J. RICKERT
Clerk of the Board of Supervisors

By _____
Deputy

Exhibit A

Stillwater Ranches Unit 2 Phase 2
Permanent Road Division
County of Shasta

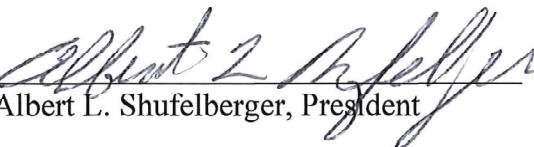
Consent and Waiver to Assess Annual Parcel Charges

The undersigned represents, consents, agrees, and waives as follows:

1. I am the sole owner or an authorized representative of the owner of the parcel of land identified as Assessor's Parcel Number 111-290-011, County of Shasta (the "Subject Parcel").
2. The Subject Parcel is identified in the County Surveyor's Report (Exhibit A) for the "Permanent Road Division, Stillwater Ranches Unit 2 Phase 2" (PRD), and is divided into eighteen lots assigned as PRD Nos. 1 through 18.
3. I am the sole owner of all eighteen lots assigned as PRD Nos. 1 through 18 of the "Permanent Road Division, Stillwater Ranches Unit 2 Phase 2."
4. I acknowledge, agree, and consent that the annual parcel charge per lot in the PRD will be \$1,022.00 to be assessed for the maintenance of White Antler Court, White Deer Court, White Antler Court at Stillwater Creek bridge, and the Stillwater Ranches Emergency Fire Access Road (EFER).
5. I hereby waive any and all entitlement to notice of hearing, a public hearing, and the right to protest the assessment described in paragraphs four (4), above, as otherwise required by law with respect to the imposition of the annual parcel charges, including but not limited to any and all rights pursuant to Article XIII C and D of the California Constitution, California Government Code sections 53750 through 53756, and California Streets & Highways Code sections 1160 through 1193. I understand and agree that this consent and waiver is irrevocable.

PROPERTY OWNER

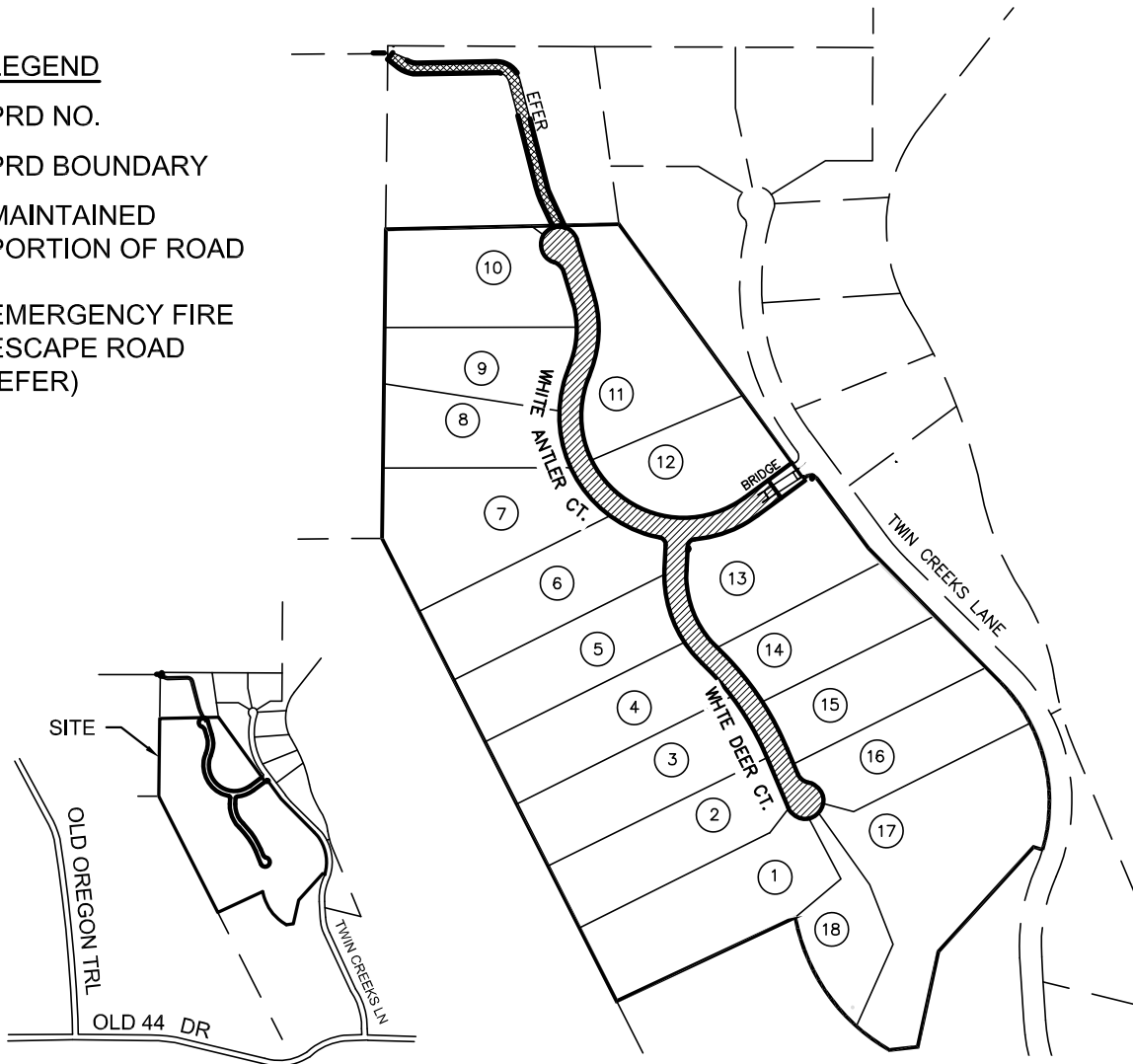
STILLWATER PROPERTIES, A CALIFORNIA CORPORATION

By: 
Albert L. Shufelberger, President

Date: 8-11-2023

LEGEND

- (X) PRD NO.
- PRD BOUNDARY
- MAINTAINED PORTION OF ROAD
- EMERGENCY FIRE ESCAPE ROAD (EFER)



VICINITY MAP

No.	Lot No.	Property Owner
1	1	ALBERT L. SHUFELBERGER
2	2	ALBERT L. SHUFELBERGER
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”EXHIBIT A”

PERMANENT ROAD DIVISION

STILLWATER UNIT 2 PHASE 2

IN THE W 1/2 OF SECTION 2, T31N, R4W, MDM, IN
THE UNINCORPORATED TERRITORY OF SHASTA
COUNTY, CALIFORNIA.

DATE: 06-30-23 NOT TO SCALE SHEET 1 OF 1

EXHIBIT B

ANNUAL PARCEL REPORT – FISCAL YEAR 2024-2025

STILLWATER RANCHES UNIT 2 PHASE 2 PRD

(FINAL)

September 12, 2023

ASSESSMENT CODE: Unknown

ASSESSOR'S PARCEL NO.	PROPERTY OWNER	CHARGE
111-290-011	STILLWATER PROPERTIES	1,022.00
111-290-011	STILLWATER PROPERTIES	1,022.00
111-290-011	STILLWATER PROPERTIES	1,022.00
111-290-011	STILLWATER PROPERTIES	1,022.00
111-290-011	STILLWATER PROPERTIES	1,022.00
111-290-011	STILLWATER PROPERTIES	1,022.00
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111-290-011	STILLWATER PROPERTIES	1,022.00
111-290-011	STILLWATER PROPERTIES	1,022.00
111-290-011	STILLWATER PROPERTIES	1,022.00
	TOTAL CHARGES	18,396.00

**COUNTY OF SHASTA
STATE OF CALIFORNIA
MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into between the County of Shasta, a political subdivision of the State of California ("County"), and Albert L. Shufelberger, President of Stillwater Properties, a California Corporation, ("Developer"), this _____ day of _____, 2023.

WHEREAS, Developer has constructed public improvements applicable to Stillwater Ranches Unit 2 Phase 2, Tract 18-0001, (the "Development") and in accordance with the improvement plans prepared by Ed Whitson Engineering, Inc. approved by the Public Works Director on August 19, 2019, and identified as Project Improvement Plans, Stillwater Ranches Unit 2 Phase 2, Tract 18-0001 (the "Approved Plans"); and

WHEREAS, the Public Works Director is recommending that County accept for maintenance the following public improvements in the Development: White Antler Court, White Deer Court, White Antler Court at Stillwater Creek bridge, and the Stillwater Ranches Emergency Fire Escape Road (EFER) as depicted on the Approved Plans (the "Improvements"); and

WHEREAS, Developer has requested approval of the Final Map; and

WHEREAS, Shasta County Code section 15.16.050 requires Developer to enter into an agreement with County to maintain the Improvements prior to approval of the Final Map.

NOW, THEREFORE, Developer agrees and covenants with County as follows:

1. The recitals in this Agreement ("WHEREAS" paragraphs) are hereby incorporated by reference to these terms, conditions, and covenants.
2. For purposes of any and all laws, rules, or County Codes applicable to this Agreement, including but not limited to Shasta County Code Chapter 15.16, the term Developer shall also refer to and mean subdivider.
3. Developer shall maintain the Improvements, at its sole cost and expense and at no cost to County, for one year beginning the date of County's acceptance of the Improvements.
4. Developer shall immediately make good any defects in the Improvements including, but not limited to, defects relating to work or labor done or materials used or furnished in the performance of the construction of the Improvements; for one year beginning the date of acceptance by County of the Improvements. For purposes of this agreement, a defect in work, labor, or materials includes, but is not limited to, the failure of any of the Improvements, during the term of this Agreement, to meet applicable County standards or to be fit for its intended purpose, as determined by County.
5. Prior to County's approval of the Final Map and acceptance of the Improvements, Developer shall, at Developer's sole cost and expense, provide security acceptable to County in the sum of \$83,847.00 (EIGHTY THREE THOUSAND EIGHT HUNDRED

FORTY SEVEN DOLLARS AND NO CENTS) to secure Developer's performance of the obligations in this agreement in accordance with Chapter 15.16 of the Shasta County Code Chapter and, Government Code section 66499, as any or all of the foregoing provisions of County Code or law may be amended from time to time, to the satisfaction of the Public Works Director.

6. In the event that the term of this Maintenance Agreement requires a longer period as may be determined by the Public Works Director pursuant to Shasta County Code 15.16.50, or as any other provisions of law or County Code may so dictate, require or allow, then Developer shall promptly present sufficient improvement security in an amount and form determined by the Public Works Director.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the County and Developer have executed this agreement on the day and year set forth above.

COUNTY OF SHASTA

Date: _____

PATRICK JONES, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:

DAVID J. RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

MATTHEW M. MCOMBER
Acting County Counsel

By: Alan B. Cox 8/18/23
Alan B. Cox
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 08/17/2023
James Johnson
Risk Management Analyst III

DEVELOPER

*ALBERT L. SHUFELBERGER, on behalf of himself individually
and as President of Stillwater Properties*

By: Albert L. Shufelberger

Date: 8-11-2023

WARRANTY BOND

WHEREAS, the County of Shasta, a political subdivision of the State of California ("County") and Stillwater Properties LLC, as principal ("Principal") have entered into an agreement entitled, Maintenance Agreement for Stillwater Ranches Unit 2 Phase 2 – Tract 18-0001, incorporated herein by reference and referred to as the "Contract," which as further set forth in said Contract requires Principal to perform certain work and install and complete certain designated public improvements and to maintain such improvements for one year beginning the date of County's acceptance of the Improvements; and,

WHEREAS, under the terms of the Contract, Principal is required to furnish a bond to secure and make good and protect the County against the results of any work or labor done or materials used or in the furnished which are defective or not in accordance with the terms of the Contract, which shall have appeared or been discovered, within the period of one (1) year from and after the completion and final acceptance by County of all improvements, requirements, and work required by the Contract.

NOW, THEREFORE, we the Principal and SureTec Insurance Company, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California ("Surety"), are held firmly bound unto the County in the sum of \$83,847.00 (EIGHTY THREE THOUSAND EIGHT HUNDRED FORTY SEVEN DOLLARS AND NO CENTS), for the payment of which sum well and truly to be made, we the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is such that, if the Principal shall well and truly make good and protect the County against the results of any work or labor done or materials or equipment furnished which are defective or not in accordance with the terms of the Contract, and any renewal thereof issued by the County, which shall have appeared or been discovered within said one-year period from and after completion of all work under the Contract and final acceptance by County of said work, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.


As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the County in successfully enforcing such obligation.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Principal and Surety. SIGNED AND SEALED on September 11, 2023.

[INSERT SIGNATURE BLOCKS OF PRINCIPAL AND SURETY, including Name, Seal, if applicable, signatures, printed name and title, address, and telephone of each signatory]

Michael H. Pradels



Attorney-in-Fact

3636 Nobel Drive #340

San Diego, CA. 92122

858-519-3232

See attached

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On Sept 11, 23 before me, Julia N Grammer, Notary Public
(Here insert name and title of the officer)

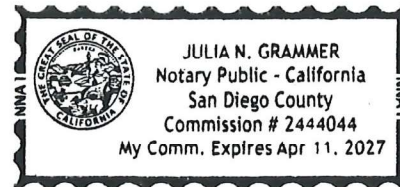
personally appeared Michael A Pradels,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is are subscribed to the within instrument and acknowledged to me that
he she/they executed the same in his her/their authorized capacity(ies), and that by
his her/their signature(s) 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.

Julia N Grammer
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Warranty Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 9-11-23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Michael H. Pradels, Tod Pradels

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Twenty Million and 00/100 Dollars (\$20,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the ____ day of ____ 2023.

SureTec Insurance Company

By: Michael C. Keimig
Michael C. Keimig, President



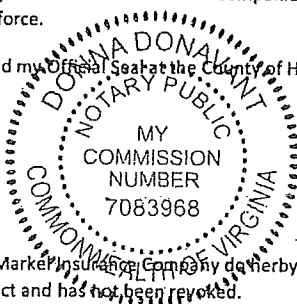
Markel Insurance Company

By: Robin Russo
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 12th day of April, 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: Donna Donavant
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 11th day of Sept 2023.

SureTec Insurance Company

By: M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Richard R. Grinnan
Richard R. Grinnan, Vice President and Secretary