Recording requested by: BOARD OF SUPERVISORS

When recorded send to: BUILDING DEPARTMENT

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF) RESOLUTION NO. 15-018
AGREEMENT TO CONSTRUCT A LIMITED DENSITY)
OWNER-BUILT RURAL DWELLING – GEORGE T. RAB)
AND WENDY A. RAB, TRUSTEES OF GEORGE AND)
WENDY RAB FAMILY TRUST DATED)
SEPTEMBER 7, 2005)

WHEREAS, George T. Rab and Wendy A. Rab, Trustees of the George and Wendy Rab Family Trust dated September 7, 2005 ("Owner"), desire to construct a Limited Density Owner-Built Rural Dwelling on their property; and

WHEREAS, Owner has applied for a Limited Density Owner-Built Rural Dwelling Building Permit and has complied satisfactorily with all other conditions of the Application for the Permit; and

WHEREAS, an Agreement, to construct a Limited Density Owner-Built Rural Dwelling as required by Amador County Code Section 15.10.160, was approved by the Board of Supervisors at their March 24, 2015 meeting for Building Permit #LD01002; and

WHEREAS, Owner certifies that the Limited Density Owner-Built Rural Dwelling authorized pursuant to Article 8 of Title 25 of the California Code of Regulations is constructed according to the 2010 California Building Code Cycle except for the following items:

- 1. Fire sprinklers
- 2. R-327 Tempered glass windows

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Limited Density Owner-Build Rural Dwelling Agreement by and between the County of Amador and George T. Rab and Wendy A. Rab, Trustees of the George and Wendy Rab Family Trust dated September 7, 2005 on the terms and conditions contained therein as it relates to Building Permit #LD01002.

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign, execute and record said Agreement on behalf of the County of Amador.

(Resolution No. 15-018) (03/24/2015)

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 24th day of March, 2015 by the following vote:

AYES:

Brian Oneto, John Plasse, Louis D. Boitano, Richard M. Forster, and

Lynn A. Morgan

NOES:

None

ABSENT:

None

Brian Oneto, Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the Board of Supervisors, Amador County,

California

Gerusa Nagary

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Amador County Building Department 810 Court Street Jackson, CA 95642

APN: 011-100-037-000

Limited Density Rural Dwelling: LD 01002

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT

This Agreement is entered into as of August 12, 2014 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and George T. Rab and Wendy A. Rab, Trustees of the G/W Rab Family Trust dated September 7, 2005 ("Owner").

RECITALS

- A. Owner owns certain real property (the "Property") situated in the unincorporated area of the County of Amador, State of California, described in Exhibits A, B, C, D, E, F and G attached. Owner desires to construct a Limited Density Owner-Built Rural Dwelling on the Property and has applied for a Limited Density Owner-Built Rural Dwelling Building Permit. This Limited Density Owner Built Rural Dwelling is constructed according to the 2010 California Building Code Cycle except for the following noted items which are specifically excluded:
 - 1. Fire sprinklers
 - 2. Tempered glass windows
- B. Owner understands and agrees that the Limited Density Owner-Built Rural Dwelling can only be used as provided in Amador County Code Chapter 15.10 and that any violation of the conditions under which the Limited Density Owner-Built Rural Dwelling was granted may void the permit.
- C. As a condition of issuance of the Limited Density Owner-Built Rural Dwelling, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the Property will be made aware of them.
- D. Owner is aware that this agreement will be recorded in the Amador County Recorder's Office.

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Recitals</u>. The parties acknowledge the truth of the recitals set forth above, which are incorporated into this Agreement.
- 2. Restriction on Use of Limited Density Owner-Built Rural Dwelling. The structure permitted under this section shall be owner-built, owner-occupied and used only for single family residential purposes. The sale, lease, renting or employee occupancy of owner-built structures within three years of a Certificate of Occupancy shall be presumptive evidence that the structure was erected for the purpose of sale, lease or renting.
 - 3. Additional Obligations of Owner.
- 3.1 Owner understands and agrees that the structure permitted as a Limited Density Owner-Built Rural Dwelling, shall be constructed in compliance with Chapter 15 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.
- 3.2 Owner acknowledges that if the Limited Density Owner-Built Rural Dwelling permit becomes void or expired, Owner shall be required to remove the structure or fully permit the structure and pay all fees then in effect.
- 3.4 Owner agrees to indemnify the County of Amador and its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers and employees arising from performance or non performance of the its obligations under this Agreement.
- 4. <u>County's Remedies Upon Default</u>. Owner acknowledges that any violation of this Agreement shall constitute a public nuisance. Upon any violation of this Agreement, the County may pursue any remedies provided by statute or ordinance. In addition to all other remedies provided by law, Owner further agrees that the County or any governmental entity having jurisdiction may obtain immediate injunctive relief against any use of the structure that is inconsistent with this Agreement.
- 5. <u>Covenant Running with the Land</u>. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the Limited Density Owner-Built Rural Dwelling is either (i) removed from the property, or (ii) fully upgraded and permitted to the current building code by the County.
- 6. <u>No Waiver of Remedies</u>. Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.

	7.	Entire Agreement.	This Agreement contains the entire agreement of the parties				
respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or							
writter	agreeme	ents, if any, between	the parties.				

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OWNER: George T. Rab and Wendy A. Rab, Trustees of the G/W Rab Family Trust dated September 7, 2005.

Theodore F. Novelli Brian Oneto

Chairman, Board of Supervisors

George T Rab Trustee

BY: Wendy A. Rab, Trustee

APPROVED AS TO FORM: GREG GILLOTT, AMADOR COUNTY COUNSEL ATTEST:

JENNIFER BURNS, CLERK OF THE BOARD OF SUPERVISORS

BY:_____

Deputy

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

ACKNOWLEDGMENT

State of California County of	
on July 31, 2014 before me, April (insert na	Gasaway Notary me and title of the officer)
personally appeared <u>George T. and Windy Mandy M</u>	that he/she/they executed the same in signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the laws of the paragraph is true and correct.	State of California that the foregoing
WITNESS my hand and official seal.	APRIL GASAWAY COMM. # 1977885
Signature (Seal)	AMADOR COUNTY COMM. EXPIRES MAY 25, 2016

EXHIBIT A (Legal Description for 11011 Vintage Road, Ione, CA 95640)

Parcel One:

LOT 3 OF VINTAGE ESTATES UNIT 1 ACCORDING TO THE OFFICIAL MAP THEREOF FILED FOR RECORD ON OCTOBER 3, 2001, IN BOOK 7 OF SUBDIVISION MAPS, AT PAGE 58, AMADOR COUNTY RECORDS.

EXCEPTING THEREFROM ALL MINERALS AND MINERAL DEPOSITS, INCLUDING LIMEROCK TOGETHER WITH SUCH RIGHTS AS ARE INCIDENTAL AND CONVENIENT TO EXTRACTING SAID MINERAL AND REMOVING SAME FROM SAID PARCEL ONE, BUT SUBJECT TO THE REQUIREMENT THAT ALL SURFACE GROUND WHICH MAY BE UTILIZED IN CONNECTION WITH THE MINING, REMOVAL, REDUCING, OR TREATING OF SAID MINERALS SHALL BE PAID FOR AT THE RATE OF 100.00 PER ACRE, AS CONTAINED IN THE DEED FROM AMADOR LIMEROCK COMPANY TO EMMA M GOFFINET, RECORDED NOVEMBER 1, 1948 IN BOOK 36, PAGE 82, AMADOR COUNTY OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF LAND IDENTIFIED AS "ADJUSTED PARCEL A", AS SHOWN IN BOOK 59 OF MAPS AND PLATS AT PAGE 83 OF AMADOR COUNTY MAPS AND PLATS PURSUANT TO BOUNDARY LINE ADJUSTMENT NUMBER 2006-018, COUNTY OF AMADOR

Parcel Two

A NON-EXCLUSIVE 50 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT OVER AND ACROSS ADJUSTED PARCEL 2 SHOWN AS VINTAGE ROAD ON THAT CERTAIN RECORD OF SURVEY-BOUNDARY LINE ADJUSTMENT FILED FOR RECORD ON SEPTEMBER 29, 2000 IN BOOK 53 OF MAPS AND PLATS, AT PAGE 61, AMADOR COUNTY RECORDS.

Parcel Three:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS SHOWN AS VINTAGE ROAD IN THAT CERTAIN MAP ENTITLED VINTAGE ESTATES, UNIT 1 ACCORDING TO THE OFFICIAL MAP THEREOF FILED FOR RECORD ON OCTOBER 3, 2001 IN BOOK 7 OF SUBDIVISION MAPS AT PAGE 58, AMADOR COUNTY RECORDS.

Reserving therefrom easements for water, sewer, electrical line, well, leach field area, replacement leach field area, well access, well maintenance and vehicle turn around easement and incidental rights thereto on, over, across and under all that portion of the hereinabove described property as more particularly described and set forth in Exhibits 'A' through 'G' attached hereto

APN: 011-100-037-000

EXHIBIT 'A'

LEGAL DESCRIPTION OF WATER, SEWAGE, ELECTRIC LINE AND WELL EASEMENT

Being a legal description describing a 15-foot-wide water, sewage, and electric line easement and a 25-foot-long by 25-foot-wide well easement over and across Adjusted Lot 3, as said Lot is shown and delineated on that certain map filed in Book 59 of Maps and Plats, at page 83 (59-M-83), Amador County Records, said Lot also being a portion of the Southeast 1/4 of the Southwest 1/4 of Section 16, T N , R 10E , M D M , Amador County, California, said easement shown on the attached Exhibit 'E' and being more particularly described as follows

Beginning at the westerly corner of said Adjusted Lot 3, at the intersection of the westerly boundary delineated North 01° 27' 00" East and the northerly boundary delineated South 49° 00' 00" West, as shown on said (59-M-83), said corner being monumented on the ground by a 5/8 inch steel rebar with a cap stamped L S 5257, thence from said point of beginning, North 49° 00' 00" East, 97 27 feet, to a point on the northwesterly boundary line of said Adjusted Lot 3, being the centerline of said 15-foot-wide water, sewage, and electric line easement, said point also being the True Point of Beginning, thence along the following 7 courses

- 1) North 69° 09' 46" East, 95.20 feet, to a point, thence
- 2) North 78° 13' 50" East, 86,21 feet, to a point; thence
- 3) South 84° 26' 05" East, 70.16 feet, to a point, thence
- 4) South 52° 23' 03" East, 92,85 feet, to a point, thence
- 5) South 45° 27' 52" East, 217,42 feet, to a point, thence
- 6) South 63° 58' 04" East, 51.76 feet, to a point, thence
- 7) South 44° 06' 06" East, 89,56 feet, to a point marking the centerline intersection of said 15-foot-wide sewage, water, and electric line easement and the northwesterly line of said 25-foot-wide by 25-foot-long well easement areas, thence along the following 5 courses
- 8) South 52° 44′ 16" West, 8.50 feet, to a point, thence
- 9) South 37° 15' 44" East, 25.00 feet, to a point, thence
- 10) North 52° 44' 16" East, 25.00 feet, to a point, thence
- 11) North 37° 15' 44" West; 25.00 feet, to a point, thence
- 12) South 52° 44' 16" West, 16.50 feet, to a point marking the centerline intersection of said 15-foot-wide sewage, water, and electric line easement and the northwesterly line of said 25-foot-wide by 25-foot-long well easement areas

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- By direction of Steven W Brown LS 5257

-DAU, 14, 2011

EXHIBIT 'B'

LEGAL DESCRIPTION OF LEACH FIELD AREA

Being a legal description describing a leach field easement over and across Adjusted Lot 3, as said Lot is shown and delineated on that certain map filed in Book 59 of Maps and Plats, at page 83 (59-M-83), Amador County Records, said Lot also being a portion of the Southeast 1/4 of the Southwest 1/4 of Section 16, T.N., R. 10E, M.D.M., Amador County, California, said easement shown on the attached Exhibit 'E' and being more particularly described as follows:

Beginning at the most northerly corner of the northwest boundary line of said Adjusted Lot 3, from which the center point of the cul-de-sac bears North 00° 00 00" East, 100.00 feet, as shown on said (59-M-83), said corner being monumented on the ground by a 5/8 inch steel rebar with a cap stamped L S. 5257, thence from said point of beginning, South 35° 02' 40" East, 107.05 feet, to a point, being the northerly corner of said leach field easement, said point also being the True Point of Beginning, thence along the following 6 courses:

- 1) South 39° 00' 00" East, 120.00 feet, to a point; thence
- 2) South 50° 27' 00" West, 40.00 feet, to a point on a 15-foot-wide sewage, water, and electric line easement, thence
- North 45° 27' 52" West, 9.58 feet, along a 15-foot-wide sewage, water, and electric line easement to a point; thence
- 4) North 52° 23' 03" West, 95.46 feet, along a 15-foot-wide sewage, water, and electric line easement to a point; thence
- 5) North 09° 31' 06" West, 20.09 feet, along a 15-foot-wide sewage, water, and electric line easement to a point, thence
- 6) North 50° 27' 00" East, 53.29 feet, to the True Point of Beginning. Being an area of 0.14 acres.

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Paul Castonguay

- By direction of Steven W. Brown L.S. 5257

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EXHIBIT 'C'

LEGAL DESCRIPTION OF REPLACEMENT LEACH FIELD AREA

Being a legal description describing a replacement leach field area easement over and across Adjusted Lot 3, as said Lot is shown and delineated on that certain map filed in Book 59 of Maps and Plats, at page 83 (59-M-83), Amador County Records, said Lot also being a portion of the Southeast 1/4 of the Southwest 1/4 of Section 16, T.N, R 10E, M D.M, Amador County, California, said easement shown on the attached Exhibit 'E' and being more particularly described as follows

Beginning at the westerly corner of said Adjusted Lot 3, at the intersection of the westerly boundary delineated North 01° 27′ 00″ East and the northerly boundary delineated South 49° 00′ 00″ West, as shown on said (59-M-83), said corner being monumented on the ground by a 5/8 inch steel rebar with a cap stamped L S. 5257; thence from said point of beginning, North 77° 13′ 06″ East, 287.82 feet, to a point, being the northwesterly corner of said replacement leach field area easement, said point also being the True Point of Beginning, thence along the following 5 courses:

- 1) North 41° 22' 00" East, 50,00 feet, to a point on a 15-foot-wide sewage, water, and electric line easement; thence
- 2) South 52° 23' 03" East, 90.24 feet, along a 15-foot-wide sewage, water, and electric line easement to a point; thence
- 3) South 45° 27' 52" West, 30.00 feet, along a 15-foot-wide sewage, water, and electric line easement to a point; thence
- 4) South 41° 22' 00" West, 54.25 feet, to a point; thence
- 5) North 48° 38' 00" West, 120.00 feet, to the True Point of Beginning. Being an area of 0.14 acres.

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- By direction of Steven W. Brown L.S. 5257

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EXHIBIT 'D'

LEGAL DESCRIPTION OF ELECTRIC LINE EASEMENT

Being a legal description describing a 10-foot-wide electric line easement over and across Adjusted Lot 3, as said Lot is shown and delineated on that certain map filed in Book 59 of Maps and Plats, at page 83 (59-M-83), Amador County Records, said Lot also being a portion of the Southeast 1/4 of the Southwest 1/4 of Section 16, T.N., R. 10E, M.D.M, Amador County, California, said easement shown on the attached Exhibit 'E' and being more particularly described as follows:

Beginning at the most northerly corner of the northwest boundary line of said Adjusted Lot 3, from which the center point of the cul-de-sac bears North 00° 00 00" East, 100.00 feet, as shown on said (59-M-83), said corner being monumented on the ground by a 5/8 inch steel rebar with a cap stamped L.S 5257; thence from said point of beginning, South 49° 00' 00" West, 5.86 feet, to a point on the northwesterly boundary line of said Adjusted Lot 3, being the centerline of said 10-foot-wide electric line easement, said point also being the True Point of Beginning, thence along the following course:

1) South 09° 31' 06" East, 138.96 feet, to a point on a 15-foot-wide water, sewage, and electric line easement.

No 5257

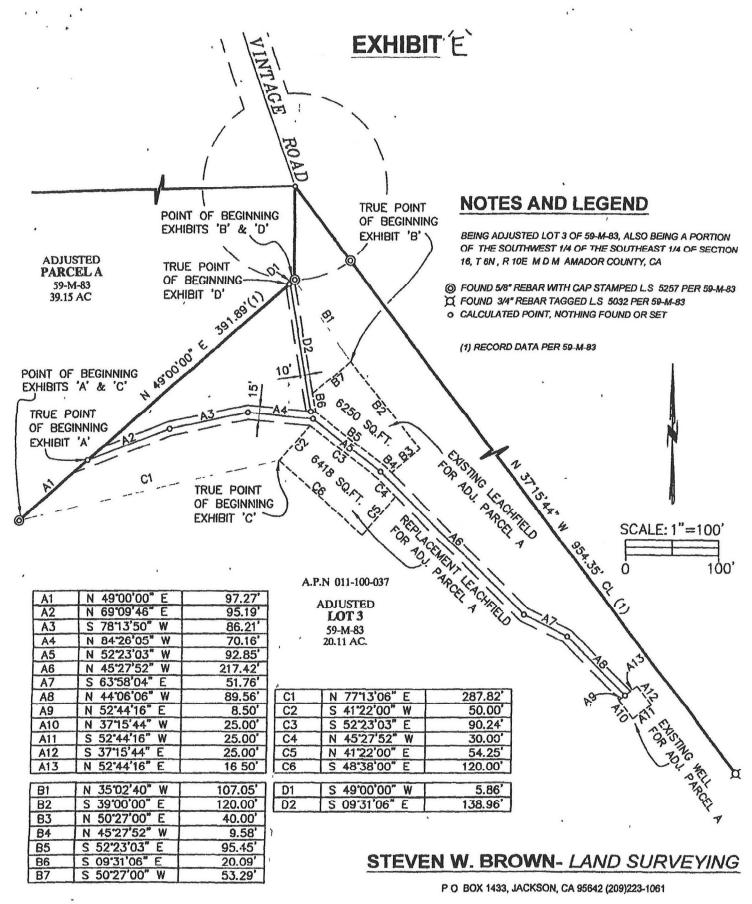
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Paul Castonguay

- By direction of Steven W. Brown L.S. 5257

JAN.14, 2011



SCALE 1"=100' JAN 2011 WO 3576 2

EXHIBIT 'F'

LEGAL DESCRIPTION OF WELL ACCESS AND WELL MAINTENANCE / VEHICLE TURN-AROUND EASEMENT

Being a legal description describing a 15-foot-wide well access easement and a well maintenance / vehicle turn-around-area easement over and across Adjusted Lot 3, as said Lot is shown and delineated on that certain map filed in Book 59 of Maps and Plats, at page 83 (59-M-83), Amador County Records, said Lot also being a portion of the Southeast 1/4 of the Southwest 1/4 of Section 16, T.N., R. 10E., M.D M, Amador County, California, said easement shown on the attached Exhibit 'E' and being more particularly described as follows:

Beginning at the most northerly corner of the northwest boundary line of said Adjusted Lot 3, from which the center point of the cul-de-sac bears North 00° 00 00" East, 100.00 feet, as shown on said (59-M-83), said corner being monumented on the ground by a 5/8 inch steel rebar with a cap stamped L S. 5257; thence from said point of beginning, North 78° 00' 00" East, 41.58 feet, to a point located on the southerly edge of 100-foot-radius cul-de-sac bulb located in the most northerly portion of said Adjusted Lot 3, being the centerline of said 15-foot-wide well access easement, said point also being the True Point of Beginning, thence along the following 8 courses.

- 1) South 41° 34' 01" East, 77.51 feet, to a point; thence
- 2) South 27° 53' 43" East, 149.72 feet, to a point; thence
- 3) South 22° 44' 56" East, 82.84 feet, to a point; thence
- 4) South 41° 22' 08" East, 68.63 feet, to a point; thence
- 5) South 54° 25' 48" East, 89.17 feet, to a point, thence
- 6) South 29° 42' 26" East, 25.74 feet, to a point; thence
- 7) South 09° 47' 46" East, 40.33 feet, to a point, thence
- 8) South 22° 12' 26" East, 34.18 feet, to a point marking the centerline intersection of said 15-foot-wide well access easement and said well maintenance / vehicle turn-around-area easement; thence along the following 6 courses:
- 9) South 52° 44' 16" West, 7,77 feet, to a point, thence
- 10) South 22° 21' 47" East, 25.87 feet, to a point, thence
- 11) South 37° 15' 44" East, 90,00 feet, to a point; thence
- 12) North 52° 44' 16" East, 48.00 feet, to a point; thence

EXHIBIT 'F' (cont.)

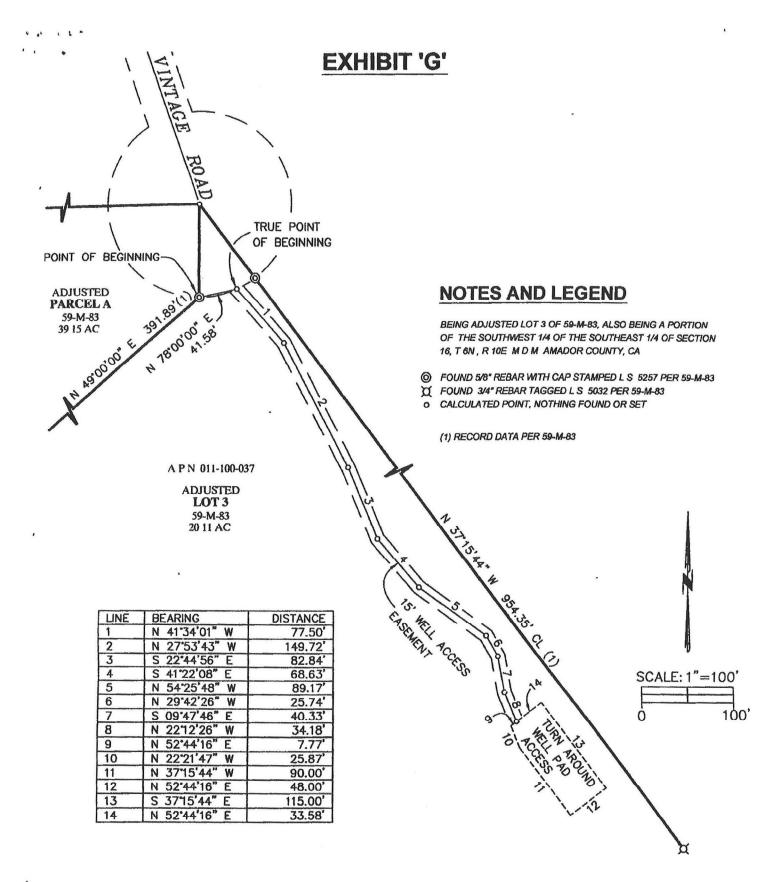
- 13) North 37° 15' 44" West, 115,00 feet, to a point, also being the northerly corner of a 25-foot- wide by 25-foot-long well easement; thence
- 14) South 52° 44' 16" West, 33,58 feet, to a point marking the centerline intersection of said 15-foot-wide well access easement and said well maintenance / vehicle turn-around-area easement.



Paul Castonguay

- By Direction of Steven W. Brown L.S. 5257

JAN. 14, ZOII



STEVEN W. BROWN- LAND SURVEYING

P O BOX 1433, JACKSON, CA 95642 (209)223-1061 .

SCALE 1"=100"

JAN 2011

WO 3576 2