

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. 15-027
AGREEMENT TO CONSTRUCT A LIMITED DENSITY)
OWNER-BUILT RURAL DWELLING BUILDING THE)
CRAIG L. PARKER AND KATHLEEN L. PARKER)
REVOCABLE TRUST AS RESTATED 01-10-2008)
CRAIG L. PARKER AND KATHLEEN L. PARKER)
TRUSTEES)

WHEREAS, The Craig L. Parker and Kathleen L. Parker Revocable Trust, as restated 01-10-2008, Craig L. Parker and Kathleen L. Parker, Trustees (“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 April 14, 2015 meeting for Building Permit #LD01005; 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 1985 California Building Code Cycle.

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-Built Rural Dwelling Agreement by and between the County of Amador and The Craig L. Parker and Kathleen L. Parker Revocable Trust, as restated 01-10-2008, Craig L. Parker and Kathleen L. Parker, Trustees on the terms and conditions contained therein as it relates to Building Permit #LD01005.

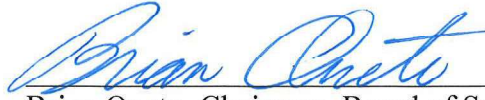
BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign, execute and record said Agreement on behalf of the County of Amador.

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 14th day of April, 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



Deputy

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 014-220-008-000
Limited Density Rural Dwelling: LD01005

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT

This Agreement is entered into as of April 14, 2015 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Craig L. Parker and Kathleen L. Parker Revocable Trust, as restated 01-10-2008, Craig L. Parker and Kathleen L. Parker, Trustees, ("Owner").

RECITALS

A. Owner owns certain real property (the "Property") situated in the unincorporated area of the County of Amador, State of California, described as follows:

The S 1/3 of the NE 1/4 of Sec 34 T8N R11E, M.D.B. & M. containing 12 acres more or less, the SE 1/4 of the SE 1/4 of Sec 34, containing 40 acres more or less. All of the SW 1/4 of the SE 1/4 of Sec 34, lying North of Bradigan Wagon Road, and containing 30 acres more or less, A triangle shaped parcel located in the SW corner of the NW 1/4 of the SW 1/4 of Sec 35 T8N R11E, M.D.B.&M. containing 1 acres more or less.

A triangle shaped parcel located in the S 1/3 portion of the NW 1/4 of the SW 1/4 of Sec 35, containing 20 acres more or less. The SW 1/4 of SW 1/4 of Sec 35, containing 40 acres more or less, with a total of 130 acres more or less.

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 1985 California Building Code Cycle.

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. Recitals. 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.

3.3 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 its obligations under this Agreement.


4. County's Remedies Upon Default. 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. Covenant Running with the Land. 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.

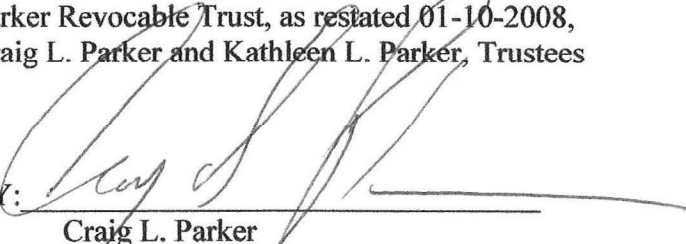
6. No Waiver of Remedies. Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.

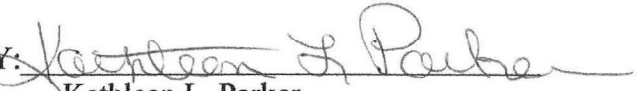
7. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

COUNTY:

BY: 
Brian Oneto
Chairman, Board of Supervisors

OWNER: The Craig L. Parker and Kathleen L. Parker Revocable Trust, as restated 01-10-2008, Craig L. Parker and Kathleen L. Parker, Trustees

BY: 
Craig L. Parker
Trustee

BY: 
Kathleen L. Parker
Trustee

APPROVED AS TO FORM:
GREG GILLOTT,
AMADOR COUNTY COUNSEL

BY: 

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: 
Deputy

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

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 AMADOR }

On April 1, 2015 before me, Jodi M. Wilmarth, Notary Public,
(here insert name and title of the officer)

personally appeared CRAIG L PARKER AND KATHLEEN L PARKER

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.

Signature Jodi M. Wilmarth

(Seal)

