

Recording requested by:  
BOARD OF SUPERVISORS

When recorded send to:  
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF ) RESOLUTION NO. 14-081  
AGREEMENT TO CONSTRUCT A LIMITED DENSITY OWNER- )  
BUILT RURAL DWELLING – MICHAEL F. COLLIER )

WHEREAS, Michael F. Collier (“Owner”), desires to construct a Limited Density Owner-Built Rural Dwelling on his 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 July 29 meeting for Building Permit #LD01003; 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 Michael F. Collier on the terms and conditions contained therein as it relates to Building Permit #LD01003.

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 29<sup>th</sup> day of July, 2014 by the following vote:


AYES: Theodore F. Novelli, Brian Oneto, John Plasse, Louis D. Boitano and Richard M. Forster

NOES: None

ABSENT: None

  
Theodore F. Novelli, Chairman

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: 014-150-038-000  
Limited Density Rural Dwelling: LD01003

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## AGREEMENT

This Agreement is entered into as of July 29, 2014 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Michael F. Collier, ("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:

PARCEL 5, AS SHOWN IN THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP NO. 2674", RECORDED ON DECEMBER 28, 2006 IN BOOK 59 OF MAPS AND PLATS, AT PAGE 31.

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 Building Permit, 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.

3.4 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. 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.

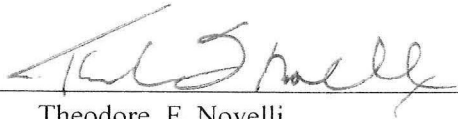
5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the Limited Density Owner-Built Rural Dwelling is either (i) removed from the property, 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:


OWNER:

BY:   
Theodore F. Novelli  
Chairman, Board of Supervisors

BY: \_\_\_\_\_  
Michael F. Collier

APPROVED AS TO FORM:  
GREG GILLOTT,  
AMADOR COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: 

BY:   
Deputy

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

State of California            )  
  ) ss.  
County of Amador            )

On July 30, 2014, before me, Teresa Wagstaff, Deputy Clerk I of the Board of Supervisors of the County of Amador, State of California, personally appeared Theodore F. Novelli, Chairman, 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.

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.



  
\_\_\_\_\_  
Teresa Wagstaff  
Deputy Clerk I of the Board of Supervisors