

1 RECORDING REQUESTED BY AND
2 WHEN RECORDED MAIL TO

3 Amador County Department
4 of Environmental Health
5 108 Court Street
6 Jackson, CA 95642

Amador County Recorder
Sheldon D. Johnson
DOC- 2000-0007042-00
RECORDED BY COUNTY OF AMADOR
Friday, AUG 11, 2000 10:00:04
Ttl Pd \$0.00 Nbr-000003172
SDJ/R1/1-4

7 SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

8 **AGREEMENT**

9 This Agreement is made as of the date written below by and between the County of Amador,
10 a political subdivision of the State of California, by and through its Department of Environmental
11 Health ("Department") and John Vicini and Becky Vicini, husband and wife ("the Vicinis").

12 1. Recitals. The Vicinis own certain real property (the "Property") situated in the unin-
13 corporated area of the County of Amador, State of California, described as follows:

14 Lot 34 of Pioneer Hills Unit No. 1, according to the official map thereof, filed for
15 record in the Office of the County Recorder of said County on August 10, 1967.
16 Amador County Assessor's Parcel No. 31-300-023-00.

17 There exists upon the Property a two-bedroom residence. The Department is concerned,
18 because of the capacity of the existing sewage disposal system on the Property, that the residence
19 not contain more than two bedrooms, and that such restrictions be made a matter of public record
20 so that any future purchasers of the Property will be aware of them.

21 The Vicinis are aware of the above restrictions, and agree that notice of such restrictions, as
22 contained in this Agreement, become a matter of public record. Now, therefore, the parties agree
23 as follows:

24 2. No Construction or Expansion of Residence Beyond Two Bedrooms. There has been
25 an addition in the lower level of the house. No part of this addition is to be used as a bedroom. The
26 Vicinis agree that in no event shall the residence on the Property contain more than two bedrooms,
27 whether by original construction or subsequent addition, without the consent and approval of the
28 Department (as well as any and all other County departments which might have jurisdiction over
such construction or expansion of the residence), and further agree that this restriction shall be

DocuSigned by:

Judith A Ryals

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5/8/2023 | 4:33 PM PT

DocuSigned by:

John A Ryals

94F14E02E9F34E6...

4/26/2023 | 10:01 AM PT

AMADOR COUNTY

perpetual and run with the land, binding future owners of the Property, unless and until adequate means of sewage disposal is constructed, at which time all restrictions under this Agreement shall terminate

3. Department's Remedies Upon Default. In addition to all other remedies provided by law, it is agreed between the parties that any violation of this Agreement shall constitute a public nuisance, because of the clear potential health hazard involved in the risk of failure through overtaxing of the sewage disposal system, and that the Department or any code enforcement agency of the County of Amador may obtain immediate injunctive relief against any construction or expansion of a residence on the Property beyond two bedrooms.

4. 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.

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

Dated: 8-11-00, 2000

Amador County Environmental Health Department

[Signature]
John Vicini

By: *[Signature]*
Michael W. Israel, RPHS
Deputy Director

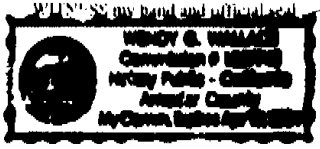
[Signature]
Eecky Vicini

AMADOR COUNTY

2000 007042

1 State of California)
2)
3 County of Amador)

4 On August 11, 2000, before me, the undersigned, Wendy G. Wallace, Notary Public
(here insert name and title of the notarizing officer), personally
5 appeared John Victim & Becky Victim, personally known to me (or proved to me on the basis of satisfactory
6 evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that
7 he/she they executed the same in his/her their authorized capacity(ies), and that by his/her their signature(s) on the
8 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



9 _____
(Signature and seal of Notary)

10 State of California)
11)
12 County of)

13 On _____, before me, the undersigned,
(here insert name and title of the notarizing officer), personally
14 appeared _____, personally known to me (or proved to me on the basis of satisfactory
15 evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that
16 he/she they executed the same in his/her their authorized capacity(ies), and that by his/her their signature(s) or the
17 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

18 WITNESS my hand and official seal.

19 _____
(Signature and seal of Notary)

20
21 I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL OF
22 Wendy G. Wallace AFFIXED TO THE ABOVE
23 DOCUMENT, WHILE NOT BEING PHOTOGRAPHICALLY REPRODUCIBLE, CAN BE
24 READ. I FURTHER CERTIFY THAT THE SAID NOTARY COMMISSION EXPIRES
25 ON 08/11/2004. THE NOTARY WORD AND COMMISSION IS FILED
26 IN AMADOR COUNTY.

27 PLACE OF EXECUTION Townson
28 DATE 08/11/2000
Wendy G. Wallace
(Signature and Seal of Notary)

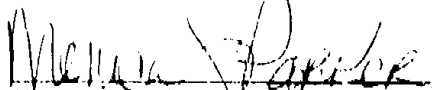
AMADOR COUNTY

2000 007060

State of California)
)ss
County of Amador)

On August 11, 2000, the undersigned, Clerk of the Board of Supervisors of the County of Amador, State of California, personally appeared MICHAEL W. ISRAEL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature his/her/their signature(s) on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Clerk of the Board

AMADOR COUNTY

END OF DOCUMENT