

Mail To:

William Cody
Linda Mitchell
52 Old Round House Rd
Fieldbrook, CA 95519

HLTCO Co. 94139 DF
Mail Tax Statements to Above

905/909 EST 15-7-27888-7
Recorded — Official Records
Humboldt County, California
Carolyn Crnich, Recorder
Recorded by Humboldt Land Title Company
Rec Fee 25.00
Doc Trf Tax 205.70
Survey Mon 10.00
Clerk: KJ Total: 240.70
Nov 6, 1997 at 10:00
CONFORMED COPY

Space above this line for Recorder's Use

DIRECTOR'S DEED

A.P. 4-222-01 & 12

SEP - 1997 01

District	County	Route	Post	Number
1	HUM	101	R78.33	DD-7762-01-01

The STATE OF CALIFORNIA, acting by and through its Director of Transportation, does hereby grant to _____

William Cody and Linda Mitchell, husband and wife, as ~~community property~~ joint tenants,
as to an undivided 2/3 interest; and Robert Roney, a married man as his separate
property, as to an undivided 1/3 interest

all that real property in the City of Eureka County of Humboldt

State of California, described as:

PARCEL ONE:

COMMENCING on the East line of E Street at a point distant thereon 42 feet Southerly from the South line of Ninth Street, all as established according to the Official Surveys and Monuments of the City of Eureka;

thence Southerly along the East line of E Street, 34 feet;
thence Easterly at right angles 120 feet;
thence Northerly at right angles 32 feet;
thence Westerly at right angles 55 feet;
thence North 2 feet;
thence Westerly 65 feet to the point of beginning.

DOCUMENTARY TRANSFER TAX \$ 205.70	
XX	COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
	OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE
<i>Dana Lee</i>	Humboldt Land Title Co
Signature of DECLARANT or AGENT determining tax. FIRM NAME	

PARCEL TWO:

COMMENCING at the Southeast corner of Ninth and E Streets as established according to the Official Surveys and Monuments of the City of Eureka;

thence Southerly along the East line of E Street 42 feet;

thence at a right angle Easterly 65 feet;

thence at a right angle Southerly 2 feet;

thence at a right angle Easterly 55 feet;

thence Northerly at a right angle 44 feet to the South line of Ninth Street;

thence Westerly along the South line of Ninth Street 120 feet to the point of beginning.

Reserving from Parcels One and Two, hereinabove, a 10 foot wide easement for ingress and egress, over the easterlymost portions of said Parcels One and Two, hereinabove, for the benefit of those parcels of land granted to the State of California by the deeds recorded May 6, 1975 in Book 1286 of Official Records, Page 202 and October 3, 1975 in Book 1309 of Official Records, Page 457, Humboldt County Records.

AP 4-222-1, 12

The property referenced above is subject to a covenant running with the land, separately recorded, and attached hereto for reference as Exhibit A.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature Michael John Holmes
Licensed Land Surveyor

Date July 3, 1997



Subject to special assessments if any, restrictions, reservations, and easements of record.

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

WITNESS my hand and the seal of the Department of Transportation of the State of California, this 8 day of October 1997.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM AND PROCEDURE

Thomas C. Felley
ATTORNEY
DEPARTMENT OF TRANSPORTATION

JAMES W. VAN LOBEN SELS
Director of Transportation

By [Signature]
Attorney in Fact

STATE OF CALIFORNIA

PERSONAL ACKNOWLEDGMENT

County of Humboldt } SS

On this the 8 day of October 1997, before me, GEORGIA L. HANNEL, Notary Public
Name, Title of Officer-E.G., "Jane Doe, Notary Public"

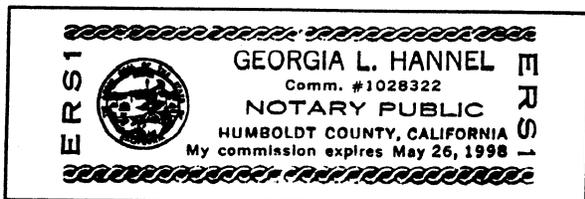
personally appeared Douglas C. Marshall
Name of Signer

- personally known to me
- 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 has executed the same in his his authorized capacity, and that by his his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Georgia L. Hannel
(Notary Public's signature in and for said County and State)



(for notary seal or stamp)

THIS IS TO CERTIFY that the California Transportation Commission has authorized the Director of Transportation to execute the foregoing deed at its meeting regularly called and held on the 18th day of September 1997, in the City of San Diego.
Dated this 29th day of September, 1997.
[Signature]
ROBERT T. REMEN, Executive Director
CALIFORNIA TRANSPORTATION COMMISSION

EXHIBIT A
DD7762-01-01
905/ 909 "E" Street

Interior features to be protected by restrictive covenants:

905 E Street: Apartment A - pocket doors; panel doors; window and door surround moldings; baseboards; plaster brackets at bay windows; stairs, including banisters, balusters, and newel posts.

Exterior features to be protected by restrictive covenants:

905 E Street: V-rustic siding; vertical corner boards; hip and gable roof forms, with boxed eaves; eave brackets; 1/1 double-hung wood sash windows; bay windows with all trim, including but not limited to, pilasters, spandrel panels, entablature trim, sill brackets; entablature and architrave moldings below second story eaves; scroll-sawn barge boards; turned porch columns and engaged half-columns; porch brackets; water table molding.

COVENANT

In order to benefit the real property described as:

PARCEL ONE:

COMMENCING on the East line of E Street at a point distant thereon 42 feet Southerly from the South line of Ninth Street, all as established according to the Official Surveys and Monuments of the City of Eureka;
thence Southerly along the East line of E Street, 34 feet;
thence Easterly at right angles 120 feet;
thence Northerly at right angles 32 feet;
thence Westerly at right angles 55 feet;
thence North 2 feet;
thence Westerly 65 feet to the point of beginning.

PARCEL TWO:

COMMENCING at the Southeast corner of Ninth and E Streets as established according to the Official Surveys and Monuments of the City of Eureka;
thence Southerly along the East line of E Street 42 feet;
thence at a right angle Easterly 65 feet;
thence at a right angle Southerly 2 feet;
thence at a right angle Easterly 55 feet;
thence Northerly at a right angle 44 feet to the South line of Ninth Street;
thence Westerly along the South line of Ninth Street 120 feet to the point of beginning.

by preserving and retaining the historic characteristics of said property, Grantee(s) under Deed DD7762-01-01, hereby covenants on behalf of itself and all successive owners of the aforescribed real property, to Grantor and Covenantee the State of California, Department of Transportation and its assigns and successors, to do or refrain from doing the following with respect to the real property, hereinafter referred to as the "905/909 E Street House":

1. Grantee and Grantee's successors and assigns, shall maintain and preserve all original exterior and interior architectural features and fixtures, listed and described on the attached Exhibit A, incorporated herein by this reference.

2. In order to preserve and enhance those qualities that make the 905/909 E Street House eligible for inclusion in the National Register of Historic Places, Grantee shall preserve and maintain the 905/909 E Street House in accordance with the recommended approaches set forth in The Secretary of the Interior's Standards for Treatment of Historic Properties, found at 36 Code of Federal Regulations, Part 68, and any and all amendments or modifications thereto.
3. No construction, alteration, or remodeling which would affect the structural integrity or the historic features, spaces, or spatial relationships (*note: this language is derived from the Secretary of the Interior's Standards*) of the 905/909 E Street House will be undertaken without express prior written permission, executed by a fully authorized representative of Covenantee's assignee, The Eureka Heritage Society, a non-profit organization, or its successors and assigns.
4. Covenantee's assignee, The Eureka Heritage Society, and its successors and assigns, shall be permitted at time of sale or transfer, or at time of application for a building permit, to inspect the 905/909 E Street House for the purpose of ascertaining that the above-described conditions are being observed.
5. In the event of a violation of this Covenant, and in addition to any remedy now or hereafter provided by law, the Covenantee, its successors and assigns, may, as allowed by law, and following reasonable notice to Grantee or Grantee's successors and assigns, initiate legal action or proceedings to enjoin said violation, and to require the remediation of any changes made to the features, spaces or spatial relationships characterizing the historic aspects of the 905/909 E Street House. The prevailing party shall be entitled to recover all reasonable costs and attorneys' fees incurred in such legal action or proceedings.
6. This Covenant is binding on the Grantor and Grantee, and the Grantor's and Grantee's successors and assigns, so that the Covenant runs with the land. Each and every provision of this Covenant shall be inserted by the Grantee, the Grantee's successors and assigns, verbatim or by express reference in any deed or other legal instrument by which fee simple title, or any other lesser estate in the 905/909 E Street House, or any part thereof, is transferred or otherwise passes. Said deed or other legal instrument shall be recorded in the office of the Humboldt County Recorder.

7. The failure of Covenantee, its successors and assigns, to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right of remedy at any other time.
8. Grantor and Covenantee, the State of California, Department of Transportation, hereby permanently assigns, transfers, and releases all its rights, responsibilities, and any liabilities under this Covenant to the Eureka Heritage Society, a non-profit organization, its successors and assigns. By execution of this Covenant by its authorized representative, the Eureka Heritage Society, on behalf of itself, its successors, and assigns, accepts the assignment, transfer and release described above.
9. Subsequent to execution of this Covenant by all parties hereto, the Covenant shall be recorded in the office of the Humboldt County Recorder.
10. Execution of this Covenant by Grantee shall constitute conclusive evidence that Grantee has read and understood the contents thereof, and agrees to be bound by the foregoing provisions, conditions, restrictions, and assignment, and to perform the obligations herein set forth.

Date: 8-18-97

Date: 7-21-97

William Coy / Mitchell
XX -- Grantee No. 1

Charles A. Kelly, President
For The Eureka Heritage Society

Date: 8-18-97

Date: 10 July 97

William Coy / Mitchell
XX -- Grantee No. 2

Lois L. Laefaco
For State of California,
Department of Transportation