

Reserving therefrom, a 10 foot wide easement for ingress and egress, over the easterlymost portion of the real property described hereinabove, for the benefit of that parcel of land granted to the State of California by the deed recorded October 3, 1975 in Book 1309 of Official Records, Page 457, Humboldt County Records.

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

Parcel Two (DE 7762-01-02)

A 10 foot wide non-exclusive easement for ingress and egress over the easterlymost portion of that parcel of land granted to the State of California by the deed recorded May 6, 1975 in Book 1286 of Official Records, Page 199, Humboldt County Records.

AP 4-222-11

It is expressly made a condition herein that the conveyed property be used exclusively for public purposes for a period of fifteen (15) years from the date of this deed; that if said property ceases to be used exclusively for public purposes during this fifteen (15) year period, all title and interest to said property shall revert to the State of California, Department of Transportation, and that the interest held by the grantee(s), named herein, or its/their assigns, shall cease and terminate at such time. It is understood and agreed by the grantee(s), herein named, and its/their assigns, that the foregoing provision constitutes a divestiture and will cause all interest to revert to the State of California, Department of Transportation, if the conveyed property ceases to be used for public purposes.

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 May 15, 1997



Number
DD-7763-01-01
DD-7762-01-02

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

JAMES W. VAN LOBEN SELS

Director of Transportation

By BT Marshall
Attorney in Fact

APPROVED AS TO FORM AND PROCEDURE

Thomas C. Felley
ATTORNEY
DEPARTMENT OF TRANSPORTATION

STATE OF CALIFORNIA } ss
County of HUMBOLDT
~~Sacramento~~

PERSONAL ACKNOWLEDGMENT

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"

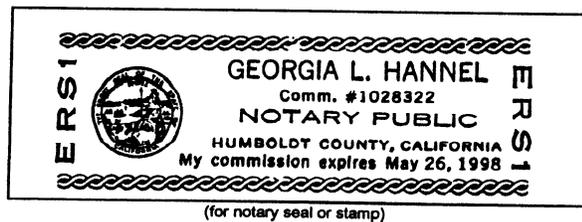
personally appeared Bruce C. Marshall
Name of Signer

- 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 ~~she~~ executed the same in his
~~her~~ authorized capacity, and that by his ~~her~~ 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)



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 8th day of July 1997, in the City of Irvine.

Dated this 30th day of September, 1997.

Robert I. Remen
ROBERT I. REMEN, Executive Director
CALIFORNIA TRANSPORTATION COMMISSION

COVENANT

In order to benefit the real property described as:

Parcel One (DD-7763-01-01)

BEGINNING on the east line of E Street at a point distant thereon 76 feet Southerly from the South line of Ninth Street all as established according to the official surveys and monuments of the City of Eureka, California; thence Southerly along the East line of E Street 70 feet; thence Easterly at right angles 120 feet; thence Northerly at right angles 70 feet; thence Westerly at right angles 120 feet to the place of beginning.

Reserving therefrom, a 10 foot wide easement for ingress and egress, over the easterlymost portion of the real property described hereinabove, for the benefit of that parcel of land granted to the State of California by the deed recorded October 3, 1975 in Book 1309 of Official Records, Page 457, Humboldt County Records.

by preserving and retaining the historic characteristics of said property, Grantee(s) under Deed DD7763-01-01, 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 917/919 "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 917/919 "E" Street House eligible for inclusion in the National Register of Historic Places, Grantee shall preserve and maintain the 917/919 "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 917/919 "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 917/919 "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 917/919 "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 917/919 "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: 5/13/97

Date: 4/29/97


 XX -- Grantee No. 1


 For The Eureka Heritage Society

Date: _____

Date: 29 APR 97

XX -- Grantee No. 2

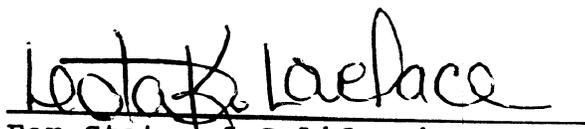

 For State of California,
 Department of Transportation

EXHIBIT A
DD7763-01-01
917/919/919½ "E" Street

Interior features to be protected by restrictive covenants:

Window and door surround moldings; panel doors; door hardware; baseboards; existing double-hung windows; fireplaces and mantels; stair landing rail and posts.

Exterior features to be protected by restrictive covenants:

Rustic and shingle siding, including band of fancy-cut shingles, corner boards; belt molding and water table molding; double-hung wood sash windows, including arch-headed windows and Palladian window; ovoid and lunette windows; semi-octagonal corner tower with pointed roof; gable and hip roof and cornice moldings; projecting porch, with supporting columns, entablature including architrave molding and dentil course, bracketed cornice; transomed front doorways.