

Recording Requested by:

County of Humboldt

Return to:

Planning & Building Department
3015 H Street
Eureka, CA 95501-4484



**COVENANT TO RESTRICT USE OF PROPERTY
CANNABIS CULTIVATION RESTRICTION**

This Covenant is entered into this ___ day of _____, 2021 by and between the County of Humboldt ("County") and **Rodney Costa, aka Rodney L Costa**, ("Owner") regarding property located in Humboldt County, California identified as Assessor Parcel Number **516-211-025** further described in Exhibit A attached hereto ("Property").

ARTICLE I: RECITALS

WHEREAS, in order to incentivize, promote, and encourage the retirement, remediation and relocation ("RRR") of existing cannabis cultivation occurring in inappropriate or marginal environmentally sensitive sites to relocate to environmentally superior sites, Humboldt County Code Section 314-55.4.6.5.9 establishes specific requirements; and

WHEREAS, operators of RRR Sites shall be eligible to receive a Zoning Clearance Certificate for commercial cultivation of medical marijuana on an eligible relocation site, for an area up to four times the area of the previously existing RRR Site (Record Number PLN-12176-ZCC); and

WHEREAS, in order to receive the benefits specified in Section 314-55.4.6.5.9(c), the operator of a RRR Site shall prepare a plan for the removal of spent soil and debris from unpermitted cultivation of the RRR site; and

WHEREAS, the Code further requires in Section 314-55.4.6.5.9(e) the operator or the record property owner of the RRR Site to record a covenant executed by the property owner not to cultivate marijuana or disturb the remediation area on the subject property in perpetuity, with an enforcement clause that in the event that the covenant is violated, the County of Humboldt, shall on motion in Superior Court, be entitled to an immediate lien on the property in the amount necessary to remediate the property, but in no event less than the sum of \$50,000.00. In the event that that the covenant is violated and the operator of the RRR Site retains any interest in the former RRR Site property, all permits for operation of the replacement RRR Site shall be terminated; and

WHEREAS, this Covenant sets forth terms, conditions, and restrictions that run with the land, passes with each and every portion of the Property, is enforceable by the County and is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

ARTICLE II: RESTRICTIONS

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Covenant, the Owner agrees to the following restrictions:

1. The Property shall not be used for commercial cannabis cultivation.
2. Owner retains all rights to utilize property in any other lawful manner, except for commercial cannabis cultivation.

ARTICLE III: TERMS AND ENFORCEMENT

1. This Covenant shall run with the land in perpetuity and is binding on all heirs, successors and assigns.
2. The restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.
3. The County may enter the property at reasonable times with reasonable notice in order to monitor compliance with this Covenant unless immediate entry is required to prevent, terminate, or mitigate a violation of this Covenant, in which case notice shall not be required.
4. Failure of the Owner to comply with any of the restrictions enumerated herein shall be grounds for the County to require Owner to modify, remove, or restore any structures, improvements, equipment, or features constructed, altered, or placed on any portion of the Property in contravention of the remediation plan as necessary to correct violations of this Covenant.
5. Violations of the restrictions enumerated herein shall be grounds for the County to file, in the Superior Court of California, for an immediate lien on the property in the amount necessary to remediate the property, but in no event less than the sum of fifty thousand dollars (\$50,000).
6. In the event that this Covenant is violated, and the operator of the replacement RRR site retains any interest in the former RRR site Property, all permits for operation of the replacement RRR site shall be terminated.
7. The failure of the County to proceed against the Owner in an enforcement action, whether administrative, civil or criminal, for any violation of the applicable ordinance, this Covenant or state or local law shall not constitute or be deemed a waiver of the County's right to proceed against Owner for any subsequent violation. Nothing in this Covenant shall limit in any manner the authority of the County to apply and/or enforce any provisions of the County's code or state law to the Owner and activities occurring on the property.

8. All references to any statute, regulation, or ordinance include any successor provisions.
9. With exception given to Article III, Section 3 herein, all notices required by this Covenant shall be sent, at a minimum, via first class United States Mail with postage prepared to the Parties as follows:

County:

Director, Planning and Building Department, 3015 H Street, Eureka, CA 95501

Owner(s):

Rodney Costa (aka Rodney L Costa)

PO Box 206

Alderpoint, CA 95511

Notices shall be deemed served upon deposit in the United States mail.

10. If any term, provision, condition, or restriction of this Covenant is held by a court with jurisdiction to decide on the matter to be invalid, void or unenforceable, the remaining provisions of this Covenant shall continue in full force and effect, unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

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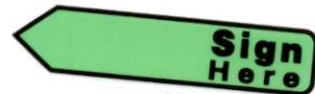
IN WITNESS WHEREOF, the parties hereto execute this Covenant

COUNTY

By _____

John H. Ford, Director

County of Humboldt Planning and Building Department



OWNERS

Signatories hereby represent that they are the owners of record of the real properties described in the attached EXHIBIT A:

Rodney L Costa
NAME & SIGNATURE: Rodney Costa AKA Rodney L Costa

NAME & SIGNATURE

CERTIFICATE OF 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.

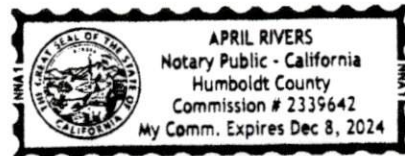
STATE OF CALIFORNIA }
COUNTY OF HUMBOLDT }

On this 5th day of FEBRUARY, 2011, before me, April Rivers Notary Public, personally appeared Rodney Louis Costa 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 is true and correct.

Witness my hand and official seal.

April Rivers (seal)
Signature



CERTIFICATE OF 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 HUMBOLDT }

On this ____ day of _____ 20 ____, before me, _____ Notary Public,
personally appeared _____ John H. Ford _____ 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 is true and
correct.

Witness my hand and official seal.

Signature (seal)

EXHIBIT A
PROPERTY DESCRIPTION

That real property, situate in the County of Humboldt, State of California, described as follows:

Parcel 2 as shown on Parcel Map No. 1342, recorded in the Office of the County Recorder of County of Humboldt, in book 11, Page 149 of Parcel Maps.

APN: 516-211-025