

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF) RESOLUTION NO. 15-050
AGREEMENT TO LIMIT USES OF AGRICULTURAL)
STRUCTURE – RANDALL S. MATHIS AND STACEY E.)
MATHIS)

WHEREAS, Randall S. Mathis and Stacey E. Mathis (“Owner”), desire to construct an agricultural structure on their property and have applied for an Agricultural Building Permit Exemption; and

WHEREAS, Owner has applied for an Agricultural Building Permit Exemption and has complied satisfactorily with all other conditions of the Application for the Permit; and

WHEREAS, an Agreement to Limit Uses of Agricultural Structure for Building Permit #AG01029 is required by Amador County Code Section 15.04.040 and was authorized by the Board of Supervisors at their June 23, 2015 meeting; and

WHEREAS, Owner understands and agrees that the exempted agricultural structure can only be used as provided in said Amador County Code Section 15.04.040 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Agreement to limit uses of an exempt agricultural structure for Building Permit #AG01029 by and between the County of Amador and Randall S. Mathis and Stacey E. Mathis on the terms and conditions contained therein as it relates to Building Permit #AG01029.

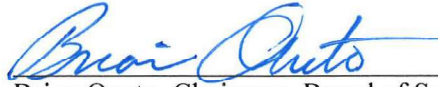
BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign, execute and record said Agreement on behalf of the County of Amador.

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 23rd day of June, 2015, by the following vote:

AYES: Brian Oneto, John Plasse, Louis D. Boitano, Richard M. Forster, and
Lynn A. Morgan

NOES: None

ABSENT: None



Brian Oneto, Chairman, Board of Supervisors

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: 015-490-012-000
Site Address: 13680 Shake Ridge Rd
Agricultural Building Permit Exemption No.:AG01029

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of June 23, 2015 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Randall S. Mathis and Stacey E. Mathis, ("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 1

The west ½ of the southeast ¼ of Section 33, Township 7 North, Range 11 East, M.D.B. & M.

EXCEPTING THEREFROM the following described parcel of land: Beginning at a point marking the southeast corner of the southwest ¼ of the southeast ¼ of Section 33, Township 7 North, Range 11 East, M.D.B. & M., said point being located in the County Road known as the "Pine Gulch Road" from which a 1 inch square iron bar marking the southeast corner of said Section 33, bears north 89° 44' East, 1329.1 feet distant, and also from which a 12 inch diameter black water oak tree bears north 20° east 20.0 feet distant; thence (1) north 22° 50" west, 679.3 feet; thence (2) north 4° 14' west, 486.9 feet; thence (3) north 19° 44' west 573.9 feet; thence (4) north 2° 18' east, 199.5 feet; thence (5) north 15° 21' east, 316.3 feet, along the approximate center of said Pine Gulch Road to intersection with the center of the County Road known as the Gopher Flat Road, thence (6) north 13° 05' west, 251.24 feet; thence (7) north 28° 14' east, 199.78 feet; thence (8) north 76° 15 east, 199.55 feet; thence (9) south 88° 22' East, 185.65 feet along the approximate center of said Gopher Flat Road to a point on the east line of the northwest ¼ of southeast ¼ of Section 33, from which a 1 inch diameter iron pipe marking the northeast corner of said Subdivision bears north 0° 20' East, 22.0 feet distant, said 1 inch iron pipe being witnessed by a 24 inch diameter yellow pine located north 52° west 31.0 feet distant therefrom;

thence (10) South 0° 20' west, 1298.7 feet along the east line of the northwest ¼ of southeast ¼ of Section 33 to the southeast corner thereof; thence (11) south 0° 20' west 1320.7 feet along the East line of the southwest ¼ of southeast ¼ of Section 33 to the point of beginning;

Also excepting therefrom all that portion of the southwest ¼ of the southeast ¼ of Section 33 and of the northwest ¼ of the southeast ¼ of Section 33. Township 7 North, Range 11 East, M.D.B. & M., that lies north and westerly of Gopher Flat Road, as said road existed June 28, 1952.

Also excepting therefrom all that portion of the above described premises lying immediately westerly of and contiguous to that certain line established by Boundary Line Agreement dated May 6, 1983, recorded July 20, 1983 in Book 430 Page 333 of Amador County Official Records.

PARCEL II

All that portion of the southeast ¼ of the southwest ¼ of Section 33, Township 7 north, Range 11 east lying immediately easterly of and contiguous to that certain line established by Boundary Line Agreement dated May 6, 1983, recorded July 20, 1983 in Book 430 Page 333, of Amador County Official Records.

B. Owner desires to construct an agricultural structure on the Property and has applied for an Agricultural Building Permit Exemption.

C. Owner understands and agrees that the exempted agricultural structure can only be used as provided in Amador County Code Chapter 15.04 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.

D. As a condition of issuance of the Agricultural Building Permit Exemption, 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.

E. Owner is aware and agrees 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 Agricultural Structure. Owner agrees that in no event shall the exempted agricultural structure be used for any purpose other than to house farm implements, hay, grain, poultry, livestock or horticultural products. The structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, or packaged. Employees may only enter the structure on an occasional basis to store or remove equipment or otherwise perform tasks of a limited duration that require infrequent access to the structure. The structure shall not be a place used by the public.

3. Additional Obligations of Owner.

3.1 Owner understands and agrees that despite an exemption from obtaining a permit, the exempted agricultural structure shall be constructed in compliance with Chapter 15.04 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 understands and agrees that any violation of this Agreement or other condition under which the Agricultural Building Permit Exemption was granted may, at the County's sole discretion, void the exemption.

3.3 Owner acknowledges that if the Agricultural Building Permit Exemption becomes void, Owner shall be required to remove the structure or fully permit the structure (building permit application, plan check, inspection process, etc.) 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 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 agricultural structure that is inconsistent with this Agreement.

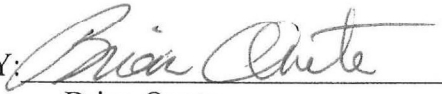
5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the exempted agricultural structure is either (i) removed from the property, or (ii) fully permitted 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: Randall S. Mathis and Stacey E. Mathis

BY: 
Brian Oneto
Chairman, Board of Supervisors


BY: _____
Randall S. Mathis

BY: _____
Stacey E. Mathis

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: 

BY: 
Deputy

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]