

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. 15-112
AGREEMENT TO LIMIT USES OF AGRICULTURAL)
STRUCTURE – DAVID H BASSETT AND STEPHANIE)
BASSETT)

WHEREAS David H. Bassett and Stephanie Bassett, (“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 Exemption and has complied satisfactorily with all other conditions of the Application for the Permit; and

WHEREAS, an Agreement to limit uses of the agricultural structure for Permit #AG01033 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their November 24, 2015 meeting; and

WHEREAS, Owner understands and agrees that the exempted agricultural structure can only be used as provided in said Amador County Code Chapter 15.04.040 and that any violation of the conditions under which the Agricultural Building Permits 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 #AG01033 by and between the County of Amador and David H. Bassett and Stephanie Bassett, on the terms and conditions contained therein as it relates to Building Permit #AG01033.

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign and execute 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 24th day of November, 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: 044-470-024-000
Site Address: 15028 Butte Mountain Rd. Jackson
Agricultural Building Permit Exemption No.:AG01033

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of November 24, 2015 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and David H. Bassett and Stephanie Bassett, ("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:

The Southwest quarter (SW ¼), and the West half of the Southeast quarter (W ½ of SE ¼) of Section Twenty-six (26), and the Northwest quarter of the Northeast quarter (NW ¼ of NE ¼) and the Northeast quarter of the Northwest quarter (NE ¼ of NW ¼), of Section 35, in Township 6 North, Range 11 East, of M.D.B. & M., containing 320 acres, more or less.

ALSO, beginning at the N.E. corner of the NW ¼ of the NW ¼ of Sec. 35, in T. 6N., R. 11 E., M.D.M; from thence run South 10.02 chs. distant to a brush and wire fence; thence along said fence N 31° 10' W., 18.64 chs. distant; thence East along the North line of said ¼ Sec. to place of beginning, containing 7.63 acres, more or less.

ALSO that certain piece of land that lies in the N.E. corner of the SE ¼ of Se ¼ of Sec. 27, T. 6N., R. 11E., M.D.M. described as: beginning at the N. E. corner of said tract, from thence running South to a brush and wire fence 4.40 chs. distant; thence along said fence N. 74° 30' W., 1.89 chs. distant; thence further along said fence N. 74° W. 1.35 chs., distant; thence further along said fence N. 16° E. 1.24 chs. distant; thence further along said fence N. 33° 30' W., 1.93 chs. distant; thence further along said fence N. 43° 15' W .95 chs. Dist.; thence East 4.43 chs. distant to place of beginning, containing 1.30, acres more or less.

ALSO, the premises which were conveyed by deed dated November 22, 1871, and executed by William Pitt to L. S. Wheeler and recorded in Book "M" of Deeds, at page 538, records of said Amador County, and which premises are described in said deed as follows, to-wit:

All that certain piece or parcel of land situate, lying and being in the said County of Amador, state of California, in the Northeast quarter of the Southeast quarter of Section 27, in Township 6 North, Range 11 East, Mount Diablo Base and Meridian according to the Official Government Survey as follows, to-wit: Bounded on the North by the Jackson and Slabtown Road, on the West by the road leading from said Jackson to the Washington School House; on the South by land claimed and occupied by Joseph Alpi; and on the East by the line of survey dividing said Section 27, from section 26, containing about 15 acres, more or less.

EXCEPTING THEREFROM that portion of the above described property more particularly described in Deed from Alfred A. Penrose and Elizabeth Penrose to Harold Bassett and Margaret Bassett, dated March 21, 1952, and recorded April 10, 1952, in Volume 47 of Official Records, at Page 292, Amador County Records.

ALSO EXCEPTING THEREFROM that portion of the above described property more particularly described in Deed from Elizabeth Penrose to Harold Bassett and Margaret Bassett, dated June 28, 1956, and recorded July 26, 1956, in Volume 66 of Official Records, at Page 170, Amador County Records.

ALSO EXCEPTING THEREFROM that portion of the above described property more particularly described in Deed from Elizabeth Penrose to Robert T. Hambley, dated April 29, 1969, and recorded May 7, 1969 in Book 183, of Official Records, at Page 279, Amador County Records.

ALSO EXCEPTING THEREFROM that portion of the above described property more particularly described in Deed from Elizabeth Penrose to Harold Bassett and Margaret Bassett, dated November 15, 1972, and recorded November 16, 1972, in Book 235, of Official Records at Page 177.

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.

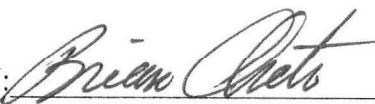
5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the exempted agricultural structure is either (i) removed from the property, or (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: David H. Bassett and Stephanie Bassett

BY: 


Brian Oneto
Chairman, Board of Supervisors

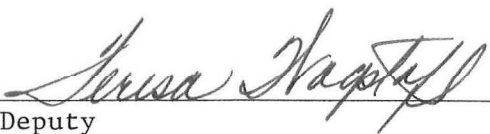
BY: _____
David H. Bassett

BY: _____
Stephanie Bassett

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]