

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. 14-044
AGREEMENT TO LIMIT USES OF AGRICULTURAL)
STRUCTURE – JOHN E. BROWNLIE AND)
KATHLEEN A. BROWNLIE)

WHEREAS, John E. Brownlie and Kathleen A. Brownlie (“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 #AG01021 is required by Amador County Code Section 15.04.040 and was authorized by the Board of Supervisors at their May 27, 2014 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 #AG01021 by and between the County of Amador and John E. Brownlie and Kathleen A. Brownlie on the terms and conditions contained therein as it relates to Building Permit #AG01021.

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 27th day of May, 2014 by the following vote:

AYES: Theodore F. Novelli, Brian Oneto, John Plasse, Louis D. Boitano and
Richard M. Forster
NOES: None
ABSENT: None



Theodore F. Novelli, Chairman

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: 036-190-086-000/17917 Clinton Rd.
Agricultural Building Permit Exemption No.:AG01021

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of May 27, 2014 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and John E. Brownlie and Kathleen A. Brownlie, ("Owners").

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 SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19 AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 NORTH, RANGE 12 EAST, M.D.M. AND BEING THE SAME REAL PROPERTY DESCRIBED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO MARTINO DOTTA, DATED FEBRUARY 20, 1881 AND RECORDED JUNE 15, 1881 IN BOOK A OF AGRICULTURAL PATENTS, PAGE 433, AMADOR COUNTY RECORDS.

TOGETHER WITH ANY PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, T.6N., R.11 E. AND ANY PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, T.6N., R 12 E., M.D.M., THAT MAY HAVE BEEN ACQUIRED FROM GILDO DONDERO BY THAT CERTAIN INSTRUMENT ENTITLED, "BOUNDARY LINE AGREEMENT" DATED FEBRUARY 3, 1972 AND RECORDED MARCH 9, 1972, IN BOOK 223 OF OFFICIAL RECORDS, PAGE 64, AMADOR COUNTY RECORDS.

EXCEPT THAT PORTION THEREOF CONVEYED TO THELMA BOITANO AND ELTON BOITANO, HER HUSBAND BY DEED OF GIFT, DATED APRIL 30, 1951 AND RECORDED JULY 16, 1951 IN BOOK 44 OF OFFICIAL RECORDS, PAGE 327, AMADOR COUNTY RECORDS.

ALSO EXCEPT THAT PORTION THEREOF DESCRIBED IN THE DEED FROM VERNON J. CUNEO ET AL TO LOUIS DONDERO ET AL, DATED MARCH 29, 1955 AND RECORDED APRIL 12, 1955 IN BOOK 59 OF OFFICIAL RECORDS, PAGE 337 AMADOR COUNTY RECORDS.

ALSO EXCEPT ANY PORTION THEREOF CONVEYED TO GILDO DONDERO BY THAT CERTAIN INSTRUMENT ENTITLED, "BOUNDARY LINE AGREEMENT", DATED FEBRUARY 3, 1972 AND RECORDED MARCH 9, 1972 IN BOOK 223, OF OFFICIAL RECORDS, PAGE 64, AMADOR COUNTY RECORDS.

ALSO EXCEPT THAT PORTION THEREOF LYING WITHIN THAT PARCEL OF LAND DEPICTED AS, "ADJUSTED EVELYN CUNEO 1992 REVOCABLE LIVING TRUST-5.00 ACRES", ON RECORD OF SURVEY -BOUNDARY LINE ADJUSTMENT, FILED DECEMBER 5, 2008 IN BOOK 61 OF MAPS AND PLATS, PAGE 23 AMADOR COUNTY RECORDS.

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

B. 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.

C. 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.

D. 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: John E. Brownlie and Kathleen A. Brownlie

BY: 
Theodore F. Novelli
Chairman, Board of Supervisors

BY: _____
John E. Brownlie

BY: _____
Kathleen A. Brownlie

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]