

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)
AGREEMENT TO LIMIT USES OF AGRICULTURAL) RESOLUTION NO. 13-060
STRUCTURE CRAIG L PARKER TRUSTEE AND)
KATHLEEN L PARKER TRUSTEE)

WHEREAS, Craig L. Parker and Kathleen L. Parker, Trustees of the Craig L. Parker and Kathleen L. Parker Revocable Trust restated January 10, 2008, ("Owner") desires to construct an agricultural structure on their property and has applied for an Agricultural Building Permit Exemption; and

WHEREAS, Owner has applied for a 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 #AG01014 is required by Amador County Code Section 15.04.040 and was authorized by the Board of Supervisors at their July 09, 2013 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 #AG01014 by and between the County of Amador and Craig L Parker and Kathleen L Parker trustees of the Craig L. Parker and Kathleen L. Parker Revocable Trust restated January 10, 2008 on the terms and conditions contained therein as it relates to Building Permit #AG01014.

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 9th day of July, 2013 by the following vote:

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


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: 014-220-008-000
Agricultural Building Permit Exemption No:AG01014

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of July 09, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Craig L. Parker and Kathleen L. Parker, Trustees of the Craig L. Parker and Kathleen L. Parker Trust ("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:

Legal Description:

APN: 014-200-013-000, 014-220-003-000, & 014-220-008-000
Property Address: 15268 Fiddletown Road, Fiddletown Ca

The S 1/3 of the NE 1/4 of Sec 34 T8N R11E, M.D.B&M containing 12 acres more or less.
The SE 1/4 of the SE 1/4 of Sec 34, containing 40 acres more or less. All of the SW 1/4 of the SE 1/4 of Sec 34, lying North of Bradigan Wagon Road, and containing 30 acres more or less. A triangle shaped parcel located in the SW corner of the NW 1/4 of the SW 1/4 of Sec 35 T8N R11E, M.D.B&M containing 1 acres more or less.

A triangle shaped parcel located in the S 1/3 portion of the NW 1/4 of the SW 1/4 of Sec 35, containing 20 acres more or less.

The SW 1/4 of SW 1/4 of Sec 35, containing 40 acres more or less. With a total of 130 acres more or less.

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 Section 15.04.40 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 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 the 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: Craig L. Parker and Kathleen L. Parker Revocable Trust, as restated January 10, 2008.

BY: Richard M. Forster
Richard Forster
Chairman, Board of Supervisors

BY: _____
Craig L. Parker, Trustee

BY: _____
Kathleen L. Parker, Trustee

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: Jennifer K. Magee
Jennifer K. Magee
Deputy County Counsel

BY: Jenna Hagerty
Deputy

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

State of California)
) ss.
County of Amador)

On July 9, 2013, before me, Teresa Wagstaff, Deputy Clerk of the Board of Supervisors of the County of Amador, State of California, personally appeared Richard M. Forster, Chairman, Board of Supervisors, who 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 executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





Teresa Wagstaff
Deputy Clerk of the Board of Supervisors