

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. 13-079
STRUCTURE – GARY L. HAWKINS AND JOAN HAWKINS)

WHEREAS, Gary L. Hawkins and Joan Hawkins (“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 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 Permit #AG01015 is required by Amador County Code Section 15.04.040 and was authorized by the Board of Supervisors at their August 27, 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 #AG01015 by and between the County of Amador and Gary L. Hawkins and Joan Hawkins, on the terms and conditions contained therein as it relates to the Building Permit #AG01015.

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 August, 2013 by the following vote:

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


Richard M. Forster, 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: 008-080-017-000
Agricultural Building Permit Exemption No:AG01015

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of August 27, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Gary L. Hawkins and Joan Hawkins, ("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:

THE NORTH ½ OF THE SOUTHEAST ¼, SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 10 EAST, M.D.B.&M.

EXCEPT that portion of the Northwest ¼ of the Southeast ¼ of Section 18, Township 7 North, Range 10 East, M.D.B.&M., particularly described as follows:

Beginning at a ¾ inch pipe set on the East line of the County Road as "La Trobe Road" from which a fence corner post at the Southwest corner of the Tim Wait Ranch marking the approximate center of Section 18, Township 7 North, Range 10 East, M.D.B.&M., bears North 0° 30' West, 714.5 feet distant;

Thence, (1) South 0° 54' East, 499.5 feet along a fence on the East line of said County Road to a stake set at a fence corner post;

Thence, (2) North 83° 52' East, 500.0 feet along a fence to a 1 inch diameter iron bar set to mark the Southeast corner of the land herein described;

Thence, (3) North 11° 56' West, 500.0 feet to a 5/8 inch diameter iron pipe set to mark the Northeast corner of the land herein described;

Thence, (4) South 83° 52' West, 404.0 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that certain parcel of land described in deed executed by Harry L. Collins, et ux, to Jess A. Avila, et ux, recorded December 7, 1966 in Book "160", Page 192 Official Records of Amador County.

ALSO EXCEPTING THEREFROM that certain parcel of land described in deed executed by Harry L. Collins, et ux, to Samuel G. Lauglin, Jr., et ux, recorded March 15, 1968 in Book "172", Page 114, Official Records of Amador County.

ALSO EXCEPTING THEREFROM that certain parcel of land described in deed executed by Harry L. Collins, et ux, to Dennis J. Friedenbloom, et ux, recorded August 16, 1974 in Book "262", Page 315, Official Records of Amador County.

ALSO EXCEPTING THEREFROM that certain parcel shown and delineated on Record of Survey Proposed Boundary Line Adjustment between Aletha Rabb Collins and Walter F. Dickenson, being a portion of the SE ¼ section 18, T7N, R10E, M.D.M., filed for record on June 6, 1977 in Book 28 of Maps and Plats, Page 33 Records of Amador County.

APN 008-080-017-000

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.

(Resolution No. 13-079)

(8/27/13)

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:

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

BY: _____
Gary L. Hawkins

BY: _____
Joan Hawkins

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: [Signature]

BY: [Signature]
Deputy


State of California)
) ss.
County of Amador)

On August 28, 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