

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
PLANNING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF) RESOLUTION NO. 13-124
CALIFORNIA LAND CONSERVATION ACT)
CONTRACT #420 – JERRY & ANDREA BAARTMAN)

WHEREAS, this California Land Conservation Contract No. 420 is entered into by and between the County of Amador and Jerry & Andrea Baartman; and

WHEREAS, the subject property is described in Exhibit "A", which is made a part of the contract; and

WHEREAS, said agricultural preserve is within the Amador County agricultural area, a map of said area being on file in Book 1 of Agricultural Preserve Maps, in the office of the Amador County Recorder; and

WHEREAS, the County and Owner desire to limit the use of such land to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, the County and Owner recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an adequate food supply and constitute an important physical, social, aesthetic, and economic asset to the people of the County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both the County and Owner intend this contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purpose of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve California Land Conservation Contract No. 420, and hereby authorizes the Chairman of the Board of Supervisors 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 10th day of December, 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 Return to:
Planning Department
Amador County
810 Court Street
Jackson, California 95642

Space Above This Line For Recorder's Use

CALIFORNIA LAND CONSERVATION ACT CONTRACT NO. 420

This CALIFORNIA LAND CONSERVATION ACT CONTRACT, made and entered into this 10th day of December, 2013, by and between the County of Amador, a political subdivision of the State of California, hereinafter referred to as "County" and

Jerry Baartman and Andrea Baartman

or successors thereof, hereinafter referred to as "Owner":

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situated in the County of Amador, State of California; and

WHEREAS, the subject property is described in Exhibit "A" which is made a part of this Contract; and

WHEREAS, the subject property is located in an agricultural preserve established by Resolution No. 13-124 and

WHEREAS, said agricultural preserve is within the Amador County Agricultural Area; a map of said area being on file in Book 1 of Agricultural Preserves Maps, Map No. 346, in the office of the County Recorder of Amador County; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an asset adequate food supply and constitute an important physical, social, esthetic and economic to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422; and

WHEREAS, the County enters into this Contract with Owner on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to the County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code Section 16140 et seq.), and that if said funds are not appropriated or disbursed and received by the County, then the County at its option may deem the Contract to be null and void.

NOW, THEREFORE, the parties, in consideration of the mutual benefits and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. AGREEMENT MADE PURSUANT TO CALIFORNIA LAND CONSERVATION ACT. The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter referred to as "Act", and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

This Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make to make to the County or the County fails to receive from the State any of the subvention payments required under the provisions of the Open Space Subvention Act, then the County at its option may declare this Contract to be null and void. The State's failure to make such payments, or the County's failure to receive them, may be due to non-appropriation of funds by the Legislature, failure to disperse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. If any of those events occur, the County may declare the Contract null and void by delivering notice to the Owner or his

successors or assigns and to the County Assessor and by recording such notice in the Official Records of Amador County. In that event, this Contract shall thereupon be null and void and of no further force or effect with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract as otherwise may be provided by law.

2. USE OF SUBJECT PROPERTY. During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in attached Exhibit "B" and incorporated herein. Owner shall be limited to the uses specified in the aforementioned Exhibit even though ordinances, codes or regulations of County authorize different uses.

3. ADDITIONAL USES. The Board of Supervisors of County may from time to time during the term of this Contract, or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

4. TERM. This Contract shall be effective on the date first above written, hereinafter called "anniversary date", and shall remain in effect for a period of ten (10) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

5. CONSIDERATION. It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

6. CANCELLATION. This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The economic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, and payment of the cancellation fee, (3) waiver of all or a portion of the cancellation fee, (4) distribution of the cancellation fee as deferred taxes, (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof as amended by Chapter 1372, 1969 Statutes. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

7. CANCELLATION IF NO OPERATIVE LEGISLATION. This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearings whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

8. DIVISION OF SUBJECT PROPERTY. In the event the subject property is divided, Owner or successors thereof, as the case may be, agree as a condition of such division to execute a contract or contracts so that at all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph. The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of non-renewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts

which apply to the remaining parcels of the divided land.

9. INFORMATION TO COUNTY. Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

10. NOTICE OF NON-RENEWAL. If, after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of non-renewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If, after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of non-renewal to Owner at least sixty (60) days prior to the anniversary date. Notices of non-renewal by County shall be sent to the address shown on the most current Assessor' roll. Owner shall have the right to protest the non-renewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of non-renewal from County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date, without notice to Owner, withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of non-renewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

11. REMOVAL OF LAND FROM AGRICULTURAL PRESERVE. Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of non-renewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date, serve a notice of non-renewal as provided in Paragraph 10. County shall, as required by Section 51206 of the Government Code, record the notice of non-renewal in the office of the Recorder of County, however, Owner agrees that a failure of County to record said notice of non-renewal shall not invalidate or in any manner affect said notice.

12. ACTION IN EMINENT DOMAIN TO TAKE ALL OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all the subject property or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

13. ACTION IN EMINENT DOMAIN TO TAKE A PORTION OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

14. ABANDONMENT OF ACTION IN EMINENT DOMAIN. In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of non-renewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first located.

15. ENFORCEMENT OF CONTRACT. Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

16. RECORDING OF DOCUMENTS. In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

17. SUCCESSORS IN INTEREST. The within Contract shall run with the land described herein and upon division. to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

EXECUTED the day and year first above written.

"COUNTY"

"OWNERS"

COUNTY OF AMADOR, a political
Subdivision of the State of California

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

Attest:

By: Teressa Kapteff
Deputy, Clerk of the Board of Supervisors

By: _____
Jerry Baartman

By: _____
Andrea Baartman

Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

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Subdivision of the State of California

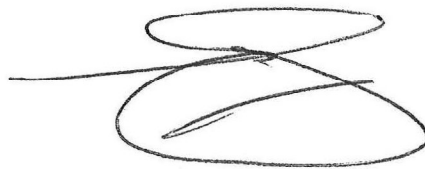
By: _____
Chairman, Board of Supervisors

Attest:

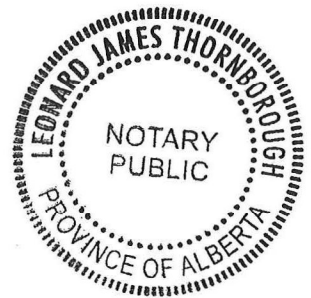
By: _____
Clerk of the Board of Supervisors

By: 
Jerry Baartman

By: 
Andrea Baartman



L. James Thornborough
A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF ALBERTA BY ROYAL
AUTHORITY DULY APPOINTED AND
SERVING FOR LIFE AT THE PLEASURE
OF HER MAJESTY QUEEN ELIZABETH II



*Witness to the signatures of
Jerry & Andrea Baartman*

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF AMADOR, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS

THAT PORTION OF THE WEST ONE HALF OF SECTION 17, THE SOUTHEAST QUARTER OF SECTION 18, AND THE SOUTH ONE HALF OF THE NORTHEAST QUARTER OF SECTION 18, ALL IN TOWNSHIP 8 NORTH, RANGE 11 EAST, M D M , DESCRIBED AS M D M , DESCRIBED AS FOLLOWS

COMMENCING AT A 3/4 INCH REBAR WITH DISC STAMPED "LS 2423" AT A FENCE CORNER POST MARKING THE NORTHWEST CORNER OF THAT CERTAIN 41 26 ACRE PARCEL, AS SHOWN ON RECORD OF SURVEY FILED NOVEMBER 12, 1971 IN BOOK 19 OF MAPS AND PLATS, AT PAGE 23, RECORDS OF AMADOR COUNTY, FROM WHICH A FENCE CORNER POST WITH DISC STAMPED "LS 2423" MARKING THE SOUTHWEST CORNER OF SAID 41 26 ACRE PARCEL (BEING THE APPROXIMATE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 17) BEARS SOUTH 0 DEGREES 25' 07" WEST 1331 50 FEET, THENCE ALONG THE APPROXIMATE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, SOUTH 0 DEGREES 39' 02" WEST A DISTANCE OF 799 49 FEET TO A ONE HALF INCH REBAR WITH CAP STAMPED "LS 3788", THENCE SOUTH 89 DEGREES 46' 41" WEST A DISTANCE OF 1096 52 FEET TO A ONE HALF INCH REBAR WITH A CAP STAMPED "LS 3788", THENCE NORTH A DISTANCE OF 1581 00 FEET TO A ONE HALF INCH REBAR WITH CAP STAMPED "LS 3788", BEING THE TRUE POINT OF BEGINNING, THENCE RETRACING SOUTH A DISTANCE OF 740 00 FEET TO A ONE HALF INCH REBAR WITH CAP STAMPED "LS 3788", THENCE SOUTH 88 DEGREES 37' 12" WEST A DISTANCE OF 1780 42 FEET TO THE CENTERLINE OF UPTON COUNTY ROAD, THENCE NORTHERLY ALONG THE CENTERLINE THEREOF THE FOLLOWING FIVE COURSES, 1) NORTH 7 DEGREES 11' 38" EAST A DISTANCE OF 71 40 FEET, 2) NORTH 20 DEGREES 29' 07" EAST A DISTANCE OF 486 79 FEET, 3) NORTH 40 DEGREES 48' 00" EAST A DISTANCE OF 188 02 FEET, 4) NORTH 2 DEGREES 40' 36" EAST A DISTANCE OF 728 66 FEET, 5) NORTH 25 DEGREES 39' 25" WEST A DISTANCE OF 90 FEET TO A POINT WHICH BEARS NORTH 63 DEGREES 54' 27" WEST 1651 47 FEET FROM THE TRUE POINT OF BEGINNING, THENCE SOUTH 63 DEGREES 54' 27" EAST A DISTANCE OF 1651 47 FEET TO THE TRUE POINT OF BEGINNING

TOGETHER WITH THAT PORTION, IF ANY, OFF SAID NORTHWEST QUARTER OF SECTION 17 LYING WESTERLY OF SAID CENTER LINE OF UPTON COUNTY ROAD AND SOUTHWESTERLY OF THE NORTHEASTERLY LINE (AND ITS NORTHWESTERLY PROLONGATION) OF THE ABOVE DESCRIBED PARCEL

APN 014-020-015-000

(Resolution No. 13-124)

(12/10/13)

END OF DOCUMENT

EXHIBIT "B"

G. The following agricultural and compatible uses are permitted in AG districts without a use permit being required:

1. General farming, including but not limited to the raising, growing, and harvesting of vegetable, field, forage, vine, bush, berry, tree, or other plant crop including plant nursery stock;
2. Grazing, maintaining, breeding, training, and raising of poultry and livestock of all kinds including horses, cattle, sheep, goats, hogs, and agricultural species such as fish and fur-bearing species provided there is no feeding of refuse, garbage, sewage, or offal;
3. Nurseries, greenhouses, mushroom rooms, floriculture;
4. Boarding of horses or other farm animals;
5. Growing and harvesting of timber, Christmas trees, or other plants;
6. Dairies and production of dairy products from milk produced on the premises;
7. Poultry farms;
8. Raising, feeding, maintaining, breeding, and slaughtering of livestock, chickens, turkeys, rabbits, pigeons, ducks, geese, fish, frogs, and small animals or fowl in household numbers for family use;
9. Single-family dwellings and appurtenant structures allowed in R districts and such other structures normally associated with agricultural activities, including but not limited to barns, stables, sheds, and silos; provided, however, that only one single-family residence shall be allowed for each forty acres on any parcel or contiguous parcels subject to one California Land Conservation Act contract. One said single-family dwelling on any parcel or contiguous parcels under one such contract may be an occupied mobile home as defined in Title 19 of this code provided a use permit is obtained as required by Section 19.48.080. All structures or dwellings on a parcel or contiguous parcels subject to one such contract shall be directly used for the furtherance of the agricultural use of said property; and shall be limited to immediate members of the owner's family and his employees;
10. Home occupations, including any use customarily conducted entirely within a dwelling and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use, of the structure for dwelling purposes and which use does not change the character thereof;
11. Wells, water storage, and reservoirs, including on-site excavation or removal of materials for construction thereof;
12. Storage of petroleum products for use by the occupants of the premises;
13. Veterinary clinics and services, animal hospitals, kennels;
15. Harvesting, curing, processing, packaging, packing, selling, and shipping of agricultural products on a parcel devoted to agricultural use and the treating of products grown or raised on and off the premises where such activity is carried on in conjunction with or as part of an agricultural use; excepting therefrom the commercial slaughtering of livestock, small animals, fish, poultry, or fowl;
16. Holding of nonproducing land for future agricultural use;
17. Maintenance of land in its natural state for the purpose of preserving open space for recreation or the creation of plant or animal preserves;
18. Apiaries and honey extraction plants;

19. Nonintensive recreation when carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation, including but not limited to fishing, hiking, hunting, rifle and pistol practice range, skeet field, archery range, or gun club when such activities do not involve the construction of any permanent structure;
20. Sale of food products produced on the premises;
21. Feed lots and feedyards, provided there is no feeding of refuse, garbage, sewage, or offal;
22. Airport or aircraft landing facilities for use of owner or tenant of the property or for agricultural service use;
23. The following uses when carried on as a clearly secondary occupation in conjunction with a bona fide agricultural operation, where no more than ten percent of the total land is used and where no more than three persons other than the owner are employed in such activities, and which are owned and operated by the owner or occupant of the premises:
 - a. Manufacturing, maintenance, repair, servicing, storage, sale or rental of agricultural machine, implements and equipment of all kind,
 - b. Storage or sale of farm supplies of all kinds, including but not limited to fertilizers, agricultural minerals, and pesticides,
 - c. Transportation of agricultural products, supplies, or equipment, together with the maintenance, storage, repair and servicing of the necessary trucks and equipment therefor;
24. Public utility and public services, structures, uses and buildings provided such uses are clearly secondary and in conjunction with a bona fide agricultural operation;
25. Commercial radio, television, or microwave antennas and transmitters;
26. Gas, electric, water, and communication utility facilities and public service facilities of like nature operated by a public agency or mutual water company;
27. Public highways;
28. Fire protection works and facilities; flood control works, including channel rectification and alteration; public works required for fish and wildlife enhancement and preservation; improvements for the primary benefit of the lands within the preserve; state improvements for which the site or route has been specified by the state legislature in such a manner as to make it impossible to avoid the use of subject AG zoned property;
29. Livestock auctions and sales yards;
30. Any structure, building, equipment, or use incidental and necessary to any of the foregoing uses;
31. Fruit and nut dehydrating plants;
32. Wineries as defined in Section 19.08.687 and the following incidental uses subject to providing off-street parking and meeting all necessary clearances from the health and building departments.

Additionally, wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtained a use permit pursuant to Chapter 19.56 of this code before commencing any of the following uses:

- a. Wine tasting,
- b. Winery tours,
- c. Wholesale and retail sales of wine and grape products,
- d. Compensated or noncompensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year,