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AGRICULTURAL BUFFER EASEMENT DEED

THIS AGRICULTURAL BUFFER EASEMENT DEED is made by and between **THE UNI-KOOL PARTNERS**, A California General Partnership (“Grantor”); and _____ a non-profit corporation (“Grantee”) on the dates opposite their respective signatures, with reference to the following facts and circumstances:

RECITALS:

- A. Grantor are the owners in fee simple of that certain real property situated in the City of Salinas, County of Monterey, State of California, as described in **Exhibit A**, attached hereto (the Property).
- B. Grantor and Grantee wish to preserve and conserve for the public benefit the agricultural capability/suitability of surrounding agricultural uses.
- C. Grantor is willing and able to grant to Grantee an agricultural buffer easement over and across the portions of the Property as described in **Exhibit B** and shown on **Exhibit C** attached hereto.
- D. The purpose and intent of this grant of easement to Grantee is to keep and maintain a buffer zone area encumbering 70 feet along the southwest line (adjacent to APN 177-133-006) and 20 feet along the southeast line (adjacent

to Harris Road) of the Property as an agricultural buffer easement to protect agriculture from impacts of incompatible development and to mitigate against the effects on adjacent agricultural operations from the proposed uses, and to utilize the buffer easement in a manner consistent with the protection and preservation of agricultural land adjacent to territory annexed to the City of Salinas. The sole purpose of this buffer easement is to restrict the uses to which the Buffer Easement Property may be put so that the adjacent agricultural properties may be kept in agricultural use with as little conflict as possible with uses on adjacent annexing and developing property.

NOW, THEREFORE, for the reasons set forth above and in consideration of their mutual promises and covenants, terms and conditions, and restrictions contained herein, Grantor does hereby voluntarily grant and convey to Grantee and Grantee hereby accepts the agricultural buffer easement over and across the southwest and the southeast sides of the Property as said southwest and southeast sides are described in **Exhibit B**, attached hereto, and shown on **Exhibit C** attached hereto (“the Buffer Easement Property”). To that end, and for the purposes of accomplishing the intent of the parties, Grantor covenant on behalf of itself, its successors and assigns, with Grantee, its successors and assigns, to do and refrain from doing severally and collectively upon the Buffer Easement Property the acts mentioned below.

1. RESTRICTION ON BUFFER EASEMENT AREA. No improvements, buildings, or any other type of structure inconsistent with the use of the Buffer Easement Property as an agricultural buffer shall be erected, constructed or placed nor permitted to

be erected, constructed, or placed, on the Buffer Easement Property, subject to the following provisions:

a. Requirements.

1. That the Grantor, its successors and assigns, shall be responsible for maintenance, upkeep, and replacement of the required uses and the allowed uses that may be placed in the Buffer Easement Property.
2. The Buffer Easement Property shall be maintained in such a condition and manner that it may be used and preserved for agricultural buffer purposes as provided herein for the protection of agricultural uses on adjacent agricultural lands. For the purposes of this deed, the term “adjacent agricultural lands” shall mean the agricultural land between the Buffer Easement Property and the Salinas River and the agricultural land between the Buffer Easement Property and the former Firestone Plant.

b. Allowed uses.

1. Access streets or roadways within the Buffer Easement Property are allowed.
2. Utilities (including above-ground well apparatus and utility sub-station improvements) serving the Property within the Buffer Easement Property are allowed.
3. Parking areas are allowed within the Buffer Easement Property, subject to the zoning, rules and regulations of the City of Salinas.

4. Industrial-related storm runoff ponds or retention basins, as approved by those agencies with jurisdiction, are allowed within the Buffer Easement Property .
 5. Landscaping is allowed within the Buffer Easement Property subject to the following provisions:
 - a. A minimum 60-foot setback for tree planting shall be maintained from the edge of the Buffer Easement Property abutting the adjacent agricultural land being protected by this buffer.
 - b. Other low-growing shrubbery, grasses, and earthen berms are allowed within the 60 foot setback described in “5-a” above.
 - c. Irrigation systems to serve the allowed landscaping are allowed.
 - d. Landscaping as allowed by these provisions is subject to approval by the City of Salinas.
 6. A fence or wall for the purpose of preventing trespassing onto agricultural or agricultural industrial use land may be constructed and maintained at the sole option and sole cost of the Grantor, or successor and assigns, within the Buffer Easement Property.
- c. Municipal uses.
1. Any easement or construction necessary for connections to the City of Salinas Wastewater Treatment facility shall be allowed.
 2. No services, municipal or otherwise, shall be extended to serve the property that is currently in agricultural use as of the date of this Buffer Easement that is located to the southeast and/or to the southwest of the

Buffer Easement Property by the City of Salinas beyond or through the Buffer Easement Property for as long as this Agricultural Buffer Easement is in affect, with the exception of the property identified as Monterey County Assessors numbers 177-191-001, 177-191-002, 177-191-003, 177-191-004, 177-191-005, 177-191-011, 177-191-013, 177-191-014 and 177-191-015 and legally described in **Exhibit D**.

d. Uses not allowed in the Buffer Easement Property.

1. No use of the Buffer Easement Property that will or does materially alter the use and preservation of the property for agricultural buffer easement purposes shall be done or suffered.
2. No other uses except those enumerated and specifically allowed or required above shall be allowed.

2. RIGHT OF ENTRY. With reasonable advance written notice to Grantor, Grantee, at Grantee's risk, may enter upon the Buffer Easement Property for the purpose of inspecting for violations of the stated purposes, terms, conditions, restrictions or covenants of this easement.

3. ENFORCEMENT. The stated purposes, terms, conditions, restrictions and covenants set forth herein and each and all of them may be specifically enforced or enjoined by proceedings in the Superior Court of the State of California, County of Monterey. Should Grantee believe Grantor is in violation of this easement, Grantee shall notify Grantor, in writing, of Grantee' findings and give Grantor at least thirty (30) days in which to respond or correct said violation before initiating legal action.

4. NO TRESPASS. The grant of this agricultural buffer easement does not authorize and is not to be construed as authorizing the public or any member thereof to trespass upon or use all or any portion of the Buffer Easement Property or as granting to the public or any member thereof any tangible rights in or to the Buffer Easement Property or the right to go upon or use or utilize the Buffer Easement Property in any manner whatsoever.

5. RESERVATION OF USE. Grantor reserves the right to use the Buffer Easement Property as specified in the Restrictions of Buffer Easement Area enumerated above. Should any public jurisdictions with authority be more restrictive in their zoning and other laws, rules and regulations, they shall prevail.

6. TRANSFER OF EASEMENT. Grantee shall not assign nor transfer this Agricultural Buffer Easement to a third party without prior written notice to Grantor, or Grantor's successor in interest, lessee, or assignee. Grantor shall be responsible for notifying Grantee, or any successor in interest, or assignee, of any transfer of property interest in accordance with Paragraph 7 below.

7. TRANSFER OF PROPERTY INTEREST. Grantor may dedicate, transfer, encumber, and/or lease the Buffer Easement Property to any third party without Grantee's respective permission; however, the document of conveyance, lease, or encumbrance shall expressly incorporate by reference this agricultural buffer easement. Failure of Grantor to do so shall not impair the validity of this agricultural buffer easement or limit its enforceability in any way. Grantor shall notify Grantee of any transfer of ownership.

8. CONDEMNATION. In the event the Buffer Easement Property or some portion thereof during the term of this easement is sought to be condemned for public use, the easement and each and every term, condition, restriction, and covenant contained herein shall terminate as of the time of filing of the complaint in condemnation as to that portion of the agricultural buffer easement property sought to be taken for public use only, but shall remain in effect relative to all other portions of the Buffer Easement Property. In the event of condemnation, no City services shall be extended beyond the Buffer Easement Property. Grantor, its successors and assigns, shall be entitled to such compensation for the taking as they would have been entitled had the Buffer Easement Property not been burdened by this easement; provided, however, that each and every stated term, condition, restriction, and covenant of this easement shall be observed by Grantor, its successors or assigns, during the pendency of such action and provided further that in the event such action is abandoned prior to the recordation of a final order of condemnation relative to the Buffer Easement Property or some portion thereof or the Buffer Easement Property or some portion thereof is not actually acquired for a public use, the Buffer Easement Property shall, at the time of such abandonment, or at the time it is determined that such property shall not be taken for public use, once again be subject to this easement and to each and every stated purpose, term, condition, restriction and covenant of this easement.

9. AMENDMENT. This agricultural buffer easement shall not be rescinded, altered, amended, or abandoned in whole or in part as to the Buffer Easement Property or any portion thereof or as to any term, condition, restriction, or covenant of this buffer easement without the prior written consent of Grantee.

10. ENFORCEABLE RESTRICTION. This agricultural buffer easement and each and every term, condition, restriction and covenant contained herein is intended for the benefit of the public and constitutes an enforceable restriction and shall bind Grantor and its successors and assigns and each and all of them and shall run with the land.

11. NO SUBORDINATION. This easement shall be the senior encumbrance on the Buffer Easement Property and shall not be subordinated.

12. INDEMNIFICATION. Grantor, its successor in interest, lessee, or assignee agree to hold Grantee harmless against, and to indemnify it for, any liability resulting from injury to persons or damage to property arising out of any act or omission with respect to the use of the Buffer Easement Property, lawful or otherwise, by Grantor, its successor in interest, lessee, or assignee except for injury or damage proximately caused by the negligent or intentional acts of Grantee or its agents, successor in interest, or assignee. Grantor is not to be held responsible nor liable for the unauthorized actions of others over which Grantor has no control.

Grantee agree to hold Grantor, its successor in interest, lessee, or assignee harmless against, and to indemnify it for, any liability resulting from injury to persons or damage to property arising out of any act or omission with respect to the use of the Buffer Easement Property, lawful or otherwise, by Grantee, except for injury or damage proximately caused by the negligent or intentional acts of Grantor or its agents. Grantee is not to be held responsible nor liable for the unauthorized actions of others over which Grantee has no control.

13. NOTICES. Any notice required under this easement must be in writing, and may be given either personally, by facsimile, by registered or certified mail, return receipt

16. SUBJECT TO ORDINANCES. Land uses permitted or reserved to the Grantor by this instrument shall be subject to the zoning and other laws, rules and regulations of those public jurisdictions with authority, as may be more restrictive and may hereafter from time to time be amended, regulating the use of land.

17. MAINTENANCE. Grantee shall not be obligated to maintain, improve, or otherwise expend any funds in connection with the property or any interest or easement created by this grant of an agricultural buffer easement. All costs and expenses for such maintenance, improvement use, or possession shall be borne by the Grantor, except for any costs which may be incurred by Grantee for monitoring compliance with the terms of this Agricultural Buffer Easement.

18. SUCCESSORS AND ASSIGNS. The terms, covenants, conditions, restrictions and obligations, contained in this conveyance shall be binding upon and inure to the benefit of the successors and assigns of both the Grantor and the Grantee, whether voluntary or involuntary.

19. CONSTRUCTION OF VALIDITY. If any provision of this agricultural buffer easement is held to be invalid or for any reason become unenforceable, no other provision shall be thereby affected or impaired.

20. TERMINATION OF BUFFER EASEMENT. This Agricultural Buffer Easement shall remain in force in perpetuity unless all Grantee voluntary agree to a termination and then termination shall be governed by a judicial process. The laws of the State of California shall govern termination of the easement by the judicial process. If the termination of this Agricultural Buffer Easement is approved pursuant to a judicial proceeding in a court of competent jurisdiction as a judicial process, the Grantee shall be

paid the value of the Agricultural Buffer Easement by the party or parties requesting the termination. The easement value will be determined as the difference, at that time, between the fair market value of the unrestricted fee interest and the fair market value of the property encumbered by this Agricultural Buffer Easement. That difference shall be determined by an appraisal approved by Grantee and conducted at the requester's expense. An independent qualified licensed appraiser approved by Grantee shall perform the appraisal.

Termination of the easement through condemnation is subject to the same requirements and procedure listed above

21. ACKNOWLEDGEMENT BY THE CITY OF SALINAS. The Buffer Easement Property is a portion of the territory that has been approved for annexation to the City of Salinas, and the City will have jurisdictional authority over the territory when annexed. The City of Salinas acknowledges and agrees with the provisions of this easement between the property owner, the County of Monterey, and the Ag Land Trust, Inc. as indicated on **Exhibit E** of this Easement, attached and incorporated by this reference.

EXECUTED by the parties as of the date set forth opposite the respective signatures below:

GRANTOR:

THE UNI-KOOL PARTNERS

Dated: _____

Stephen J. Kovacich, General Manager

GRANTEE:

ACKNOWLEDGEMENTS

EXHIBIT B

THE BUFFER EASEMENT PROPERTY

Legal Description

SAMPLE

EXHIBIT C

THE BUFFER EASEMENT PROPERTY LOCATION MAP

SAMPLE

EXHIBIT D
EXCEPTION PROPERTY

SALES

EXHIBIT E

CITY ACKNOWLEDGEMENT

The Buffer Easement Property specified in this agricultural buffer easement deed is a portion of the territory that has been approved for annexation to the City of Salinas by the Local Agency Formation Commission (Resolution No. _____), and the City will have jurisdictional authority over the territory when annexed. The City of Salinas acknowledges and agrees with the provisions of this easement between the property owners, the County of Monterey, and the Ag Land Trust, Inc.

Dated: _____

City Representative