

Attachment P  
Agricultural Buffer Easement Deed

Charles F. & Judith A. Nichols TRS  
(Yanks Air Museum)  
PLN120376

WHEN RECORDED MAIL TO:

Cynthia Juaréz, Clerk

Clerk to the Board Office

240 Church Street, Room 226

Salinas, CA 93901

Joseph F. Pitta  
Monterey County Recorder  
Recorded at the request of  
**County of Monterey**

CRCARMEN  
5/06/2002  
8:17:02

DOCUMENT: **2002043186**

Titles: 1/ Pages: 16



\*2002043186\*

Fees...  
Taxes...  
Other...  
AMT PAID

THIS SPACE FOR RECORDER'S USE ONLY

**TITLE OF DOCUMENT**

**AGRICULTURAL BUFFER EASEMENT DEED**  
**(TRUSTEES: CHARLES F. NICHOLS & JUDITH A. NICHOLS**  
**as Trustees of the NICHOLS FAMILY TRUST UTA)**

RECEIVED

MAY 13 2 58 PM '02

REC'D BY NICHOLS  
CLERK

DEPUTY

Recording Requested By, and  
When Recorded, Mail To:

Monterey County Planning and  
Building Inspection Department  
2620 First Street  
Marina, CA 93933

**AGRICULTURAL BUFFER EASEMENT DEED**

THIS AGRICULTURAL BUFFER EASEMENT DEED is made by and between  
CHARLES F. NICHOLS and JUDITH A. NICHOLS, as Trustees of the NICHOLS FAMILY  
TRUST UTA dated January 17, 1991 ("Grantors"); and the COUNTY OF MONTEREY, a political  
subdivision of the State of California ("Grantee"), on the day and year set out opposite their  
respective signatures, with reference to the following facts and circumstances:

**RECITALS:**

A. Grantors are the owner in fee simple of that certain real property situated in the  
County of Monterey, State of California, referred to as the Yanks Air Museum property, and more  
particularly shown on Exhibit A, attached hereto ("the Yanks Property").

B. Grantors applied for, and Grantee approved a Combined Development Permit  
(SH 94002) (Resolution No. 97-445 and Ordinance No. 03943) for a General Plan Amendment,  
rezoning and use permit to allow an air museum, air strip, RV park and other uses on the Yanks  
Property. The Yanks Property is subject to the following conditions which were attached to the  
Combined Development Permit approved by the County of Monterey on November 4, 1997:

"That a 200 feet wide Agricultural Buffer Easement be established  
along the northern, southern and eastern boundaries of the 111-acre

NOTICE: NEGOTIATED AGREEMENT PREPARED BY THE LAW OFFICES OF NOLAND, HAMERLY,  
ETIENNE AND HOSS, REVIEWED, REVISED, AND APPROVED AS TO FORM BY THE OFFICE OF  
THE COUNTY COUNSEL IN CONSULTATION WITH THE MONTEREY COUNTY AGRICULTURAL  
COMMISSIONER'S OFFICE AND THE PLANNING AND BUILDING INSPECTION DEPARTMENT

project site as required by Chapter 21.66.030 (F) (2) (Standards for Agricultural Uses) of the Zoning Ordinance. The uses allowed within the Agricultural Buffer Easement include the air strip, water detention ponds and parking. An Agricultural Buffer Easement deed shall be submitted to and approved by Director of Planning and Building Inspection prior to issuance of building permits." (Condition 20).

C. Grantors have agreed to the conditions and are willing and able to grant to Grantee a 200-foot agricultural buffer easement over and across the northern, southern and eastern boundaries of the Yanks Property as shown on Exhibit B, and more particularly described in Exhibit C attached hereto.

D. The purpose and intent of this grant of easement to Grantee is to keep and maintain a 200-foot buffer along the northern, southern and eastern boundaries of the Yanks Property as an agricultural buffer easement to protect agriculture from impacts of incompatible development and to mitigate against the effects of agricultural operations on the proposed uses, and to utilize the buffer easement in a manner consistent with uses approved in SH 94002, and in a manner consistent with Monterey County Code (MCC) Section 21.66.030.F.2. The purpose of this buffer easement is solely to restrict the uses to which the Buffer Easement Property may be put so that the agricultural property abutting the Yanks Property may be kept in agricultural use with as little conflict as possible with uses on the Yanks 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, Grantors do hereby grant and convey to Grantee and Grantee hereby accepts a 200-foot wide agricultural buffer easement over and across the northern, southern and eastern boundaries of the Yanks Property as described in Exhibit C, attached hereto, and shown on Exhibit B ("the Buffer Easement Property"). To that end, and for the purposes of accomplishing the intent of the parties, Grantors covenant on behalf of themselves, their heirs, successors, and assigns, with Grantee, its successors and assigns,

to do and refrain from doing severally and collectively upon the easement property the acts mentioned below.

1. RESTRICTION ON BUFFER EASEMENT AREA.

(a) 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. The uses allowed within the Agricultural Buffer Easement include the air strip, water detention ponds and parking. (Condition No. 20). Permanent roads which have been established by a dedicated road easement, or which have been paved, or which are a public road, may serve as part of this easement (MCC 21.66.030.F.2.b). Land within the easement may not be used for recreational areas as part of housing projects or public facilities (MCC 21.66.030.F.2.c). Minor storage structures or sheds necessary and incidental to the permitted uses may be permitted within the easement area. The following structures and uses shall be expressly allowed on the Buffer Easement Property: fencing; signs; storage sheds; air strip; underground and above ground utilities; stormwater runoff facilities; water detention and retention facilities; and visitor parking, and roadways.

(b) No use of the Buffer Easement Property which will or does materially alter the use and preservation of the property for agricultural buffer easement purposes shall be done or suffered.

(c) The Buffer Easement Property shall be maintained in such a condition and manner that it may be used and preserved for agricultural buffer easement purposes.

(d) The Buffer Easement Property may be used for special event parking purposes in conjunction with such activity as described in Paragraph 9 of the Agricultural Conservation Easement Agreement and Deed, dated August 28, 2001, recorded on September 4,

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 Grantor and 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 and is intended to run with the land.

11. INDEMNIFICATION. Grantors 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 Grantors, except for injury or damage proximately caused by the negligent or intentional acts of Grantee or its agents or third parties. Grantee agrees to hold Grantors 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 Grantors or their agents. Grantor is not to be held responsible nor liable for the unauthorized actions of others over which Grantor has no control.

12. 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 requested, or by overnight mail through United Parcel Service, Federal Express or the United Postal Service. If by facsimile, a notice shall be deemed to have been given and received at the time and date the

facsimile is received at the number provided below. If personally delivered, a notice shall be deemed to have been given and received when delivered to the party to whom it is addressed. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If by overnight carrier, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) two (2) days after the notice, properly addressed, with postage prepaid, is deposited with an authorized overnight carrier. Such notices or communications shall be given to the parties at their addresses set forth below:

To Grantors:

Mr. Charles F. Nichols, Trustee  
Mrs. Judith A. Nichols, Trustee  
13470 Dalewood Street  
Baldwin Park, CA 91706  
Fax: 626-962-1067

With copies to:

Christine P. Gianascol, Esq.  
Noland, Hamerly, Etienne & Hoss  
A Professional Corporation  
333 Salinas Street  
Post Office Box 2510  
Salinas, CA 93902-2510  
Fax: 831-424-1975

To Grantee:

Mr. Scott Hennessy, Director  
Monterey County Planning and  
Building Inspection Department  
2620 First Avenue  
Marina, CA 93933  
Fax: 831-384-3261

With copies to:

Mary Grace Perry, Deputy County Counsel  
Office of the County Counsel  
60 West Market Street, Suite 140  
Salinas, CA 93901-26530  
Fax: 831-755-5283

13. RECORDATION. Upon execution of this buffer easement by both parties, Grantors shall record the same with the County Recorder's office.

14. NEGOTIATED AGREEMENT. The parties understand and agree that this agreement has been arrived at through negotiations and that neither party is to be deemed the party which prepared this agreement within the meaning of Civil Code Section 1654.

15. SUBJECT TO ORDINANCES. Land uses permitted or reserved to the Grantor by this instrument shall be subject to the Ordinances of Grantee regulating the use of land.

16. 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.

17. 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.

18. CONSTRUCTION OF VALIDITY. If any provision of this Agricultural Buffer Easement is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

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



**GRANTORS:**

Dated: 2-25-02 Charles F. Nichols  
CHARLES F. NICHOLS, Trustee of the NICHOLS FAMILY TRUST UTA dated January 17, 1991

Dated: 2-25-02 Judith A. Nichols  
JUDITH A. NICHOLS, Trustee of the NICHOLS FAMILY TRUST UTA dated January 17, 1991

**GRANTEE:**

COUNTY OF MONTEREY

Dated: 4/2/02 By Dave Potter  
DAVE POTTER, CHAIR  
Board of Supervisors

**ATTEST:**  
SALLY REED, CLERK OF THE BOARD OF SUPERVISORS OF MONTEREY COUNTY, STATE OF CALIFORNIA

By Cynthia Gray  
Deputy  
Dated: 4/2/02

**APPROVED AS TO FORM:**  
COUNTY OF MONTEREY  
ADRIENNE M. GROVER, COUNTY COUNSEL

By Mary Grace Perry  
Mary Grace Perry, Deputy County Counsel  
Dated: February 26, 2002

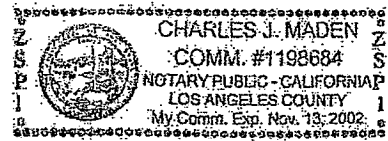
STATE OF CALIFORNIA )  
 ) ss.

COUNTY OF Los Angeles )

On February 25, 2002, before me, Charles Maden, Notary Public, personally appeared CHARLES F. NICHOLS, personally known to me (or 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.

Witness my hand and official seal.


  
\_\_\_\_\_  
NOTARY PUBLIC

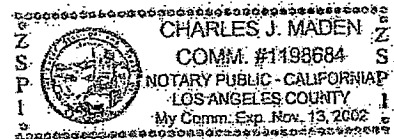


STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Los Angeles )

On February 25, 2002, before me, Charles Maden, Notary Public, personally appeared JUDITH A. NICHOLS, personally known to me (or 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
\_\_\_\_\_  
NOTARY PUBLIC



STATE OF CALIFORNIA  
COUNTY OF MONTEREY

)  
)

On this 2<sup>nd</sup> day of April, 2002, before me, Sally R. Reed, Clerk of the Board of Supervisors, in and for said County and State, personally appeared *DAVE POTTER*, known to me to be the Chair of said Board of Supervisors of the County of Monterey, and known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Monterey executed the same.

SALLY R REED, Clerk of the  
Board of Supervisors of Monterey  
County, State of California

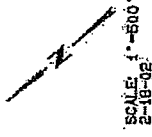
By: *Cynthia Juarez*  
Cynthia Juarez, Deputy

CURVE TABLE

LINE	DELTA	RADIUS	ARC
C1	3° 54' 32"	272.00'	18.55'
C2	34° 08' 36"	730.00'	435.02'
C3	27° 15' 22"	656.00'	312.06'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 3° 16' 06" E	81.65'
L2	N 90° 52' 30" W	384.11'
L3	S 75° 44' 01" W	204.98'
L4	N 39° 38' 29" W	74.72'
L5	N 94° 45' 50" W	480.13'
L6	N 39° 38' 29" E	185.87'
L7	N 15° 05' 18" E	157.00'
L8	N 60° 12' 03" E	273.78'
L9	N 40° 26' 06" E	108.54'



N 49° 13' 28" W

4624.05'

S 63° 04' 13" N  
1649.16'  
SOUTHERLY LINE OF THE NORTH HALF  
OF THE RANCHO ARROYO SECO

P.O.B.

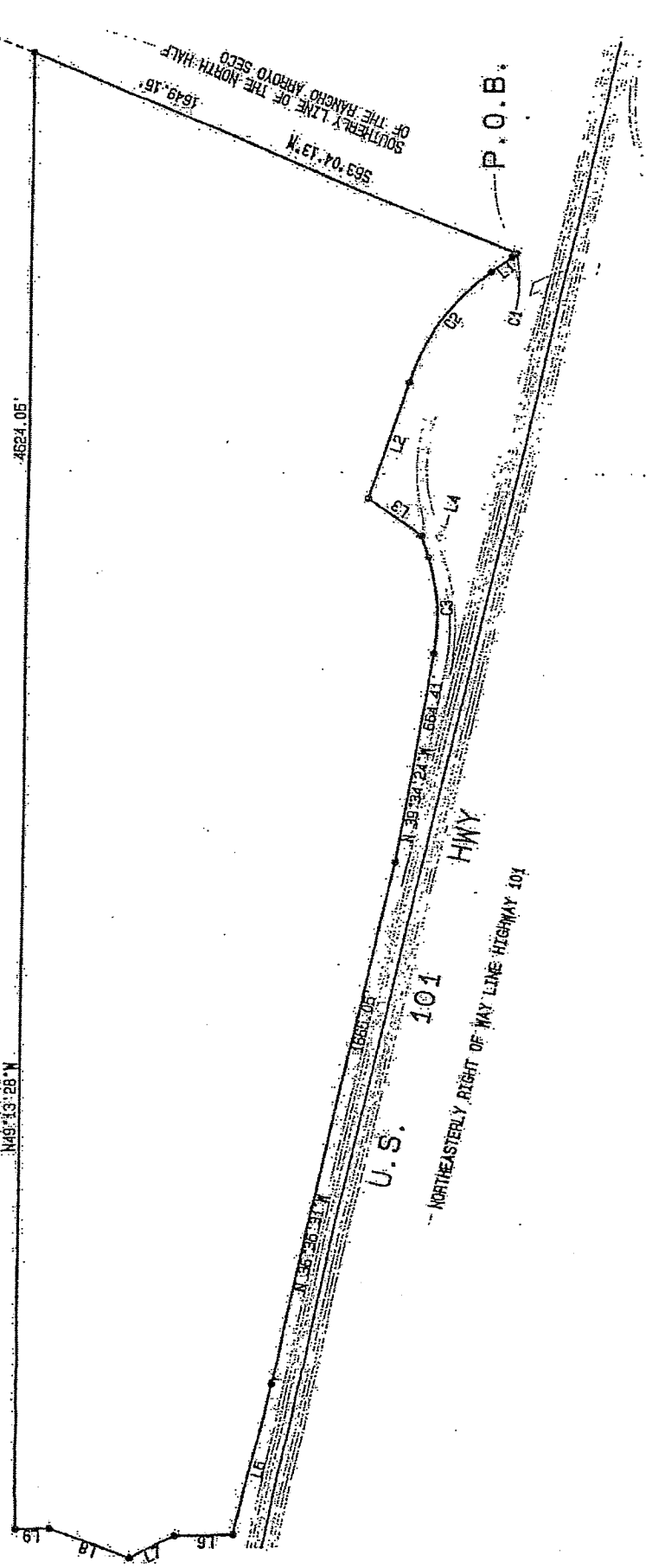
HWY

N 39° 38' 29" W 664.21'  
N 60° 12' 03" E 273.78'  
N 40° 26' 06" E 108.54'  
NORTHEASTERLY RIGHT OF WAY LINE HIGHWAY 101

**YANKS AIR MUSEUM  
AGRICULTURAL BUFFER EASEMENT DEED  
EXHIBIT "A"** (Yanks Air Museum Property)

RAIL

RAIL

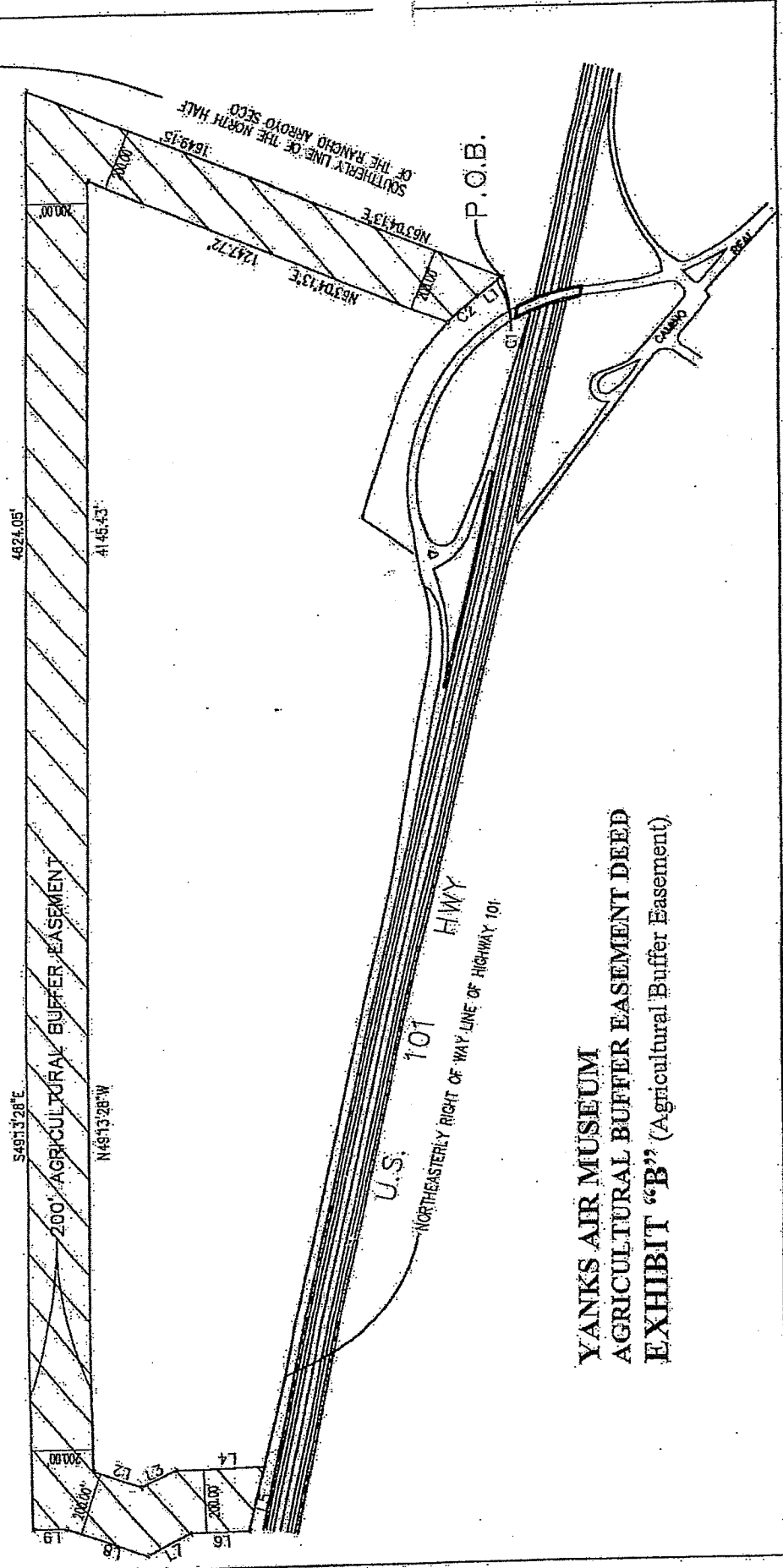


CURVE TABLE

LINE	DELTA	RADIUS	ARC
C1	3°54'32"	272.00'	18.56'
C2	9°49'43"	730.00'	125.22'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 3°16'06"E	81.65'
L2	S60°12'03"W	164.25'
L3	S15°05'18"W	117.45'
L4	S39°38'29"W	285.21'
L5	N34°45'50"W	207.64'
L6	N39°38'29"E	185.87'
L7	N15°05'18"E	157.00'
L8	N60°12'03"E	273.78'
L9	N40°26'06"E	108.54'



**YANKS AIR MUSEUM  
 AGRICULTURAL BUFFER EASEMENT DEED  
 EXHIBIT "B"** (Agricultural Buffer Easement)

14. SOUTH 49°13'28" EAST 4624.05 FEET TO THE SOUTHERLY LINE OF THE NORTH ½ OF SAID RANCHO ARROYO SECO; THENCE, ALONG SAID LAST MENTIONED LINE

15. SOUTH 63°04'13" WEST 1649.15 FEET TO THE POINT OF BEGINNING.

CONTAINING: 29.71 ACRES

**END OF DOCUMENT**