Attachment B



WHEN RECORDED MAIL TO:

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: County of Monterey Resource Management Agency Administrative Services Division 1441 Schilling Place, 2nd Floor South Salinas CA 93901-4527 Attention: R. Hickman

THIS SPACE FOR RECORDER'S USE ONLY

No fee for recording pursuant to Government Code Section 27383

GRANT OF EASEMENT DEED BY AND BETWEEN THE BORONDA COUNTY SANITATION DISTRICT AND CAFÉ TORI INVESTMENTS, LLC, ON ASSESSOR'S PARCEL NUMBER 261-011-026-000 (PORTION OF)

GRANT OF EASEMENT DEED BY AND BETWEEN THE BORONDA COUNTY SANITATION DISTRICT AND CAFÉ TORI INVESTMENTS, LLC, ON ASSESSOR'S PARCEL NUMBER 261-011-026-000 (PORTION OF)

THIS GRANT OF EASEMENT DEED is made this 28th day of July 2020, by and between BORONDA COUNTY SANITATION DISTRICT, a California public entity ("Grantor"), and CAFÉ TORI INVESTMENTS, LLC, a private entity ("Grantee").

- A. Grantor is the owner of the real property, APN 261-011-026-000 (portion of), situated in unincorporated County of Monterey, California, and more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter, the "Grantor Property").
- **B.** Grantee is the owner of the real property situated in unincorporated County of Monterey, and more particularly described in **Exhibit "B"** attached hereto and made a part hereof (hereinafter the "Grantee Property"); and
- C. Grantor wishes to grant to Grantee a non-exclusive easement over the Grantor Property to construct, operate and maintain certain improvements and private utilities that are required for Grantee's housing project on Grantee's real property situated in the County of Monterey, California.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee a nonexclusive easement over the Grantor Property and more particularly described in Exhibit "C" and depicted in Exhibit "C-1" attached hereto and made a part hereof (hereinafter, the "Easement Area") for the express purpose of constructing, maintaining and repairing roads, driveways, parking areas, underground private utilities, fencing, gates, curbs, gutters, landscaping, or drainage improvement and facilities (including road surfaces, culverts, detention/retention ponds, sediment traps, catch basins, and other improvements, if any) for Grantee's housing development project (collectively "Grantee's Improvements"). Grantor further grants to Grantee a nonexclusive access easement on, over, and across the Easement Area to reasonably permit Grantee to access the Grantor Property to construct, maintain and repair Grantee's Improvements. Said easement includes ingress and egress by pedestrians and vehicular traffic (motorized or otherwise) and parking of vehicles through the Easement Area.

The Grant of Easement shall run with the land comprising the Easement Area and the Grantee Property and every portion thereof and shall apply to and bind Grantor and Grantee and their respective successors-in-interest.

T	This C	Grant	of J	Easen	nent	is s	ubjec	t to the	righ	ts and o	obligat	tions	of the	Gran	itor and	d Grantee	set
forth in	the "	'Main	itena	ance	of D)eve	loper	Improv	emei	nts Agr	eemen	ıt" a	ttached	here	to and	incorpora	ited
by this	refere	ence	as l	Exhib	it "	'D"	and	separate	ly re	corded	with	the	Monte	rey (County	Recorder	as
Docume	nt		, on	(*dat	:e			, 2020).									

IN WITNESS WHEREOF this Grant of Easement is executed on the date set forth below.

GRANTOR

BORONDA COUNTY SANITATION DISTRICT					
By:					
Chris Lopez, Chair					
Boronda County Sanitation District Board of Directors					
Dated:					
Approved as to Form:					
Office of the County Counsel					
Leslie J. Girard, County Counsel					
Ву:					
Mary Grace Perry					
Deputy County Counsel					
Detect					

ACKNOWLEDGEMENT

A notary public or other officer completing

this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
STATE OF CALIFORNIA)) SS.
COUNTY OF MONTEREY)
On before me, a Notary Public, personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.
Signature

(Seal)

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the Grant of Easement Deed dated 3447 23, 2020 from the Boronda County Sanitation District, a political subdivision of the State of California and/or governmental agency, to Café Tori Investments, LLC, a California Limited Liability Company, is hereby accepted by the undersigned officers on behalf of Café Tori Investments, LLC, pursuant to authority conferred by the Operating Agreement for Café Tori Investments, LLC, dated November 27, 2019 and the grantee consents to recordation thereof by its duly authorized officer.

GRANTEE

ACCEPTED BY AND ON BEHALF CAFÉ TORI INVESTMENTS, LLC

Dated: July 23, 2020

Name: RICKY NEWYON

Its: HAWAGER

Dated: 7/28/20

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Monter	·ey)			
On _ July 23, 2020	before me, _R	R. S. Martin, (insert na	, Notary Pu me and title	of the officer)
personally appeared Ric who proved to me on the subscribed to the within in his/her/their authorized ca person(s), or the entity up	basis of satisfactory evidualistrument and acknowle apacity(ies), and that by	edged to me his/her/their	tnat ne/sne/ signature(s) on the instrument the
I certify under PENALTY paragraph is true and cor	OF PERJURY under the rect.	e laws of the	State of Ca	lifornia that the foregoing
WITNESS my hand and o	official seal.			R. S. MARTIN Notary Public - California Monterey County Commission # 2281269 My Comm Expires Apr 12, 2023
Signature Roman	* ·	(Seal)		

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that document.
State of California County of
On July 23, 2020 before me, R. S. Martin, Notary Public (insert name and title of the officer)
personally appeared Antonio Flores
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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. R. S. MARTIN Notary Public - California Monterey County Commission # 2281269
Signature Komartu (Seal)

EXHIBIT A

GRANTOR PROPERTY

A strip of land 35 feet in width centered on the following described line in the real property situate in the County of Monterey, State of California, described as follows:

Beginning at the Westerly corner of that parcel of land conveyed to Salinas, a municipal corporation by deed dated October 19, 1979, and recorded in Reel 1377 page 55, Records of Monterey County; thence departing from the Northerly line of the reclamation ditch; thence

- 1) North 26° 04' 47" East 85.25 feet: thence
- 2) North 47° 51' 40" East 556.01 feet; thence
- 3) North 40° 49' 49" East 160.18 feet to the point of beginning of said easement centerline; thence
- 4) North 4° 10' 11" West 40 feet; thence
- 5) North 49° 10' 11" West 60 feet; thence
- 6) Along the arc of a circular curve to the left, the center of which bears South 40° 49' 49" West 1,590 feet distant through a central angle of 16° 29' 49" and an arc distance of 457.80 feet: thence
- 7) North 65° 39' West to the terminus point of said easement on the Easterly line of that certain "Parcel 3" as described by deed dated December 30, 1981, and recorded in Reel 1526 at Page 796, Official Records of Monterey County, California.

EXCEPTING THEREFROM a 30 foot by 30 foot portion of land conveyed by Stanley R. Russell to Reclamation District No. 1665 by deed dated February 28, 1933, and recorded in Liber 359 of Official Records at Page 49, Monterey County Records.

EXHIBIT B LEGAL DESCRIPTION GRANTEE PROPERTY

Certain real property situate in Ranch El Sausal in the County of Monterey, State of California, described as follows:

PARCEL 1

That certain 53.869 acre parcel of land shown on the map recorded July 29, 2014 in Volume 32 of Surveys at Page 109 in the office of the County Recorder of said County.

TOGETHER WITH

Fee title to those certain strips of land running across said 53.869 acre parcel as shown on said map, formerly held in fee title by the Reclamation District No. 1665, as described in the documents recorded in Volume 156, Page 203 (30' wide strip) and Volume 359, Page 49 (40' wide strip), Official Records of said County.

EXCEPTING THEREFROM

That certain 35 foot wide strip of land running across said 53.869 acre parcel as shown on said map, held in fee title by the Boronda Co. Sanitation District, and described as Parcel 1 in the Final Order of Condemnation recorded June 30, 1986 in Reel 1972, Page 169, Official Records of said County.

PARCEL 2

That certain 3.169 acre parcel of land granted from the City of Salinas to Café Tori Investments, LLC per the Grant Deed recorded June 10, 2020, as Document No. 2020027598, Official Records of said County.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

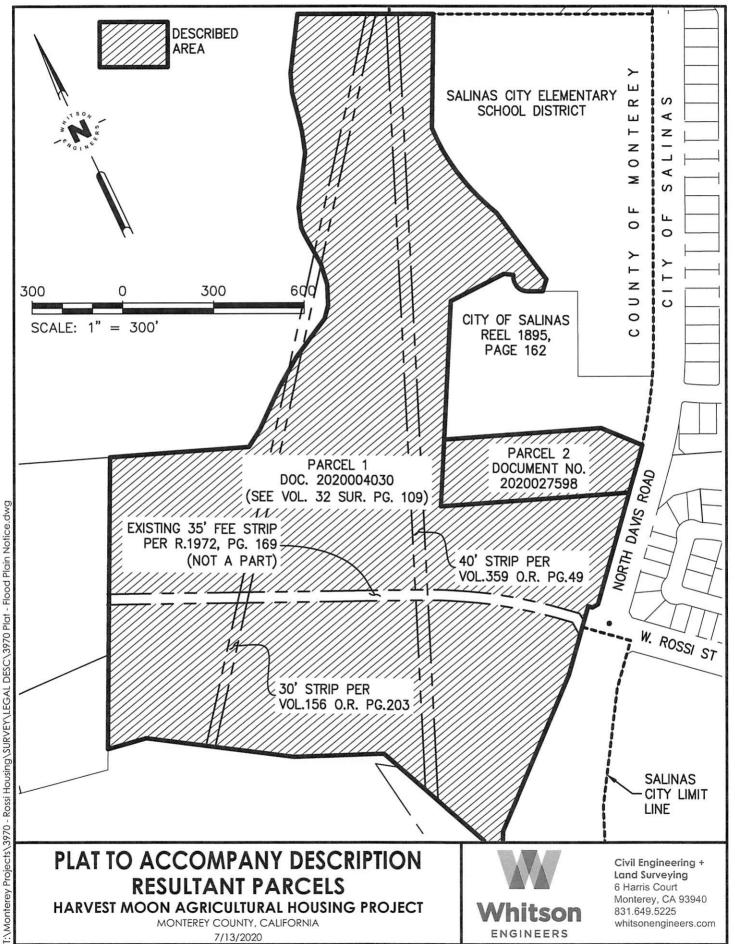
PREPARED BY: WHITSON ENGINEERS

RICHARD P. WEBER, LS

L.S. No. 8002 Job No.: 3970 No. 8002

No. 8002

No. 8002



PROJECT No.: 3970.00

EXHIBIT C LEGAL DESCRIPTION EASEMENT AREA OVER A PORTION OF AN EXISTING 35' FOOT WIDE FEE STRIP

Certain real property situate in Ranch El Sausal in the County of Monterey, State of California, being a portion of That certain 35 foot wide strip of land granted in fee title to the Boronda Co. Sanitation District and described as Parcel 1 in the Final Order of Condemnation recorded June 20, 1986 in Reel 1972, Page 169, Official Records of said County, described as follows:

A strip of land 35 feet in width centered on the following described line:

Commencing at the Westerly corner of that parcel of land conveyed to Salinas, a municipal corporation by deed dated October 19, 1979, and recorded in Reel 1377 pages 55 to 56 inclusive, Records of Monterey County; thence departing the Northerly line of the reclamation ditch; thence

- a) North 26°04'47" East, 85.25 feet; thence
- b) North 47°51'40" East, 556.01 feet; thence
- c) North 40°49'49" East, 160.18 feet to the Point of Beginning of said centerline; thence
- 1) North 4°10'11" West, 40 feet; thence
- 2) North 49°10'11" West, 60 feet; thence
- 3) Along the arc of a circular curve to the left, the center of which bears South 40°49'49" West 1,590 feet distant, through a central angle of 16°29'49" and an arc distance of 457.80 feet; thence
- 4) North 65°40' West, 23.00 feet to the terminus point of said portion of said strip.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:

WHITSON ENGINEERS

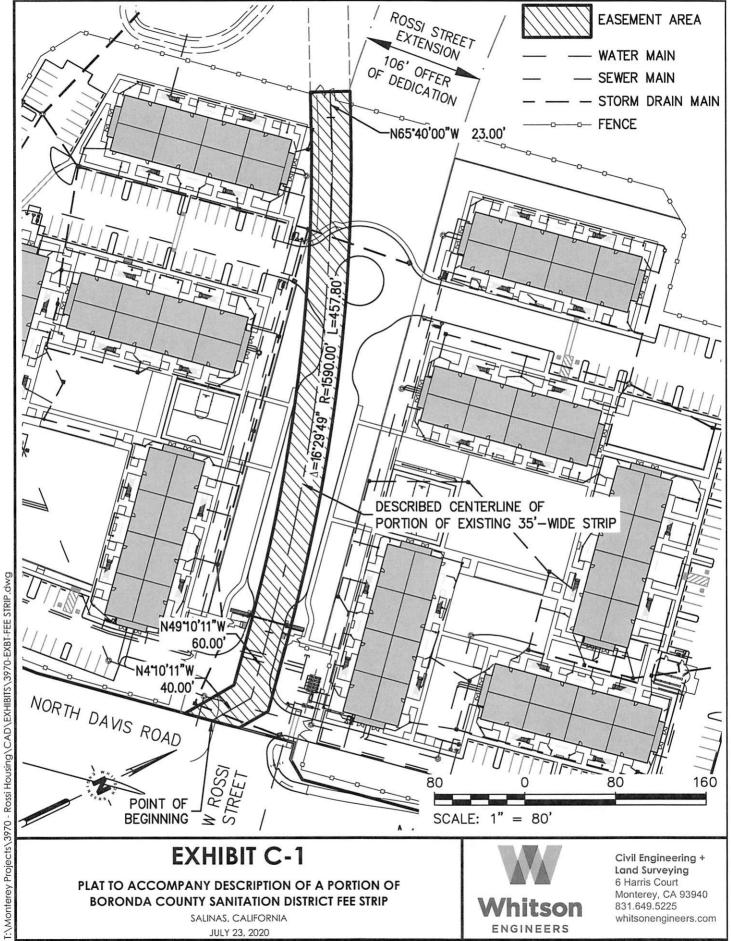
RICHARD P. WEBER, LS

L.S. No. 8002 Job No.: 3970 July 23, 2020

No. 8002

No. 8002

No. 8002



PROJECT No.: 3970.00

EXHIBIT D

WHEN RECORDED MAIL TO:

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: County of Monterey Resource Management Agency Administrative Services Division 1441 Schilling Place, 2nd Floor South Salinas CA 93901-4527 Attention: R. Hickman

THIS SPACE FOR RECORDER'S USE ONLY

No fee for recording pursuant to Government Code Section 27383

MAINTENANCE OF DEVELOPER IMPROVEMENTS AGREEMENT
BY AND BETWEEN
THE BORONDA COUNTY SANITATION DISTRICT
AND CAFÉ TORI INVESTMENTS, LLC,
ON ASSESSOR'S PARCEL NUMBER 261-011-026-000 (PORTION OF)

MAINTENANCE OF DEVELOPER IMPROVEMENTS AGREEMENT

THIS MAINTENANCE OF DEVELOPER IMPROVEMENTS AGREEMENT is made by and between the Boronda County Sanitation District ("District") and Café Tori Investment, LLC ("Developer"), with respect to the following facts and circumstances:

- A. Developer is the owner and developer of certain real property located in unincorporated County of Monterey, California, commonly known as Assessor's Parcel Number ("APN") 261-011-026-000 and more particularly described in Exhibit "A" attached hereto and made a part hereof ("Developer Property").
- B. District is the owner of a strip of real property that crosses Developer's Property and is more particularly described in **Exhibit "B"** which is attached hereto and made a part hereof ("District Property").
- C. On June 24, 2020, the Monterey County Planning Commission approved a Lot Line Adjustment, Use Permit, Variance and General Development Plan that allows Developer to construct and operate a 150-unit farmworker housing project the Harvest Moon Agricultural Housing Project Planning File No. PLN190127 ("Housing Project") subject to certain conditions, including the following Condition No. 39:

NON-STANDARD: IMPROVEMENTS TO FEE STRIP BORONDA SANITATION DISTRICT

The applicant shall provide a Maintenance Agreement that grants the District and successors in interest right of access through the developer's improvements within the fee strip owned by the District, if and when the District or its successors performs necessary maintenance or repairs on its facility or plans future sanitation infrastructure improvements. The developer and successors in interest shall be responsible for any and all repairs to developed improvements, at their cost, that may be affected during repair, maintenance or expansion of the District facility within the fee strip performed by the District. Affected improvements include, but are not limited to, roads, driveways, fencing, gates, curbs, gutters, and landscaped areas. The developer and successors in interest shall be responsible for the ongoing maintenance, at their cost, of the developed improvements within the easement.

NOW, THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, Developer and District hereby agree as follows:

1. Responsibility for Repair and Maintenance of Developer Improvements.

Developer shall have sole responsibility for the care, maintenance, and repair of the roads, driveways, parking areas, fencing, gates, curbs, gutters, landscaping, underground private utilities, or drainage improvement and facilities (including road surfaces, culverts, detention/retention ponds, sediment traps, catch basins, and other improvements, if any) (collectively "Developer's Improvements") required to be installed on District Property in connection with the approval of the Housing Project as more particularly shown in **Exhibit "C"** attached hereto and made a part hereof.

2. <u>District Right of Access Through Developer's Improvements.</u>

- a. Developer grants District and its successors-in-interest that right of access through and under the Developer's Improvements if and when the District performs necessary maintenance or repairs to its sanitary sewer facilities on the District Property or installation of future sanitary sewer infrastructure improvements (collectively the "District Work"). Developer and its successors-in-interest shall be responsible for any and all repairs to Developer's Improvements, at their cost, that may be affected as a result of the District Work within the fee strip performed by the District.
- b. In order to provide Developer with a sufficient amount of time to remove or relocate Developer's Improvements, tenant vehicles or other equipment prior to District accessing the Developer's Improvements to undertake the District Work, District shall provide Developer with seven (7) days written notice prior to undertaking the District Work. All District work shall be confined to daytime hours, Monday through Friday or on Saturday, unless the District reasonably requires the District Work to occur during nighttime hours when wastewater flows are at their lowest. Notwithstanding anything to the contrary in this subsection 2(b), the District may immediately undertake emergency District Work, including but not limited to sewer line breaks or obstructions, without providing written notice to Developer.

3. <u>Specific Performance.</u> Developer and District acknowledge that the obligations of Developer and the succeeding owners of the Developer Property are unique and that, in the event of a breach of this Agreement by Developer or any successor owners, the remedy of damages may be inadequate to fulfill the purpose of this Agreement. Therefore, the parties agree that in addition to any other remedies available to any party to this Agreement, the remedy of specific performance shall likewise be available against the party in breach of this Agreement.

4. <u>Indemnification.</u> Developer shall defend, indemnify, and hold harmless the District and its employees and/or agents from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including, but not limited to, interest, penalties, and reasonable attorneys' fees and costs arising from or related to Housing Project or arising wholly or in part from any negligent or intentional act of omission of Developer and its agents, employees, representatives and/or contractors. Developer shall defend, indemnify, and hold District harmless in any action brought in which (a) the authority of District to enter into this Agreement or the validity of this Agreement is challenged or (b) the alleged basis for liability on the part of District is the failure of District to take action to enforce the obligations of any party to this Agreement or the inadequacy of the District's action in the performance of its obligations under this Agreement.

5. <u>Notice</u>. Any written notice required under this Agreement shall be provided as follows:

To Developer:

Café Tori Investment, LLC c/o Ricky Nguyen 18900 Portola Drive Suite 200 Salinas, CA 93908

Email: ricky@envllp.com

Emergency Contacts:

During Construction

Steve Avila (831) 595-4059

Mike Avila (831) 917-5622

Jeff Nohr (831) 917-5622

Post-Construction

Bob Eric (831) 594-5622

To District:

Boronda County Sanitation District c/o Director of the Resource Management Agency 1441 Schilling Place, 2nd Floor South Salinas, CA 93901

Email: 194-RMASpecialDistricts@co.monterey.ca.us

In the event the Developer or District is no longer receiving notices at the above physical and email address, the Developer or District shall notify the other party of the physical and email address change to ensure future notices are promptly received. The Developer shall maintain an emergency contact number the District may call in the event of emergency work or on-site issues that arise and may impede the District's ability to perform maintenance and/or repairs in a timely manner. In the event the Developer emergency contact is no longer those listed above, the Developer shall notify the District of the emergency contact change.

- 6. <u>Binding Effect.</u> This Agreement inures to the benefit of, and is binding on, the parties and their respective successors and assigns. The covenants contained herein shall run with the land which is the subject of this Agreement.
- 7. <u>Entire Agreement.</u> This Agreement contains the entire agreement between the parties respecting the matters set forth and supersedes all prior agreements between the parties respecting these matters.

- 8. <u>Severability.</u> In the event that any provision of this Agreement is found to be invalid or unenforceable, such determination shall not affect the validity and enforceability of any other provision of this Agreement.
- 9. <u>Recordation.</u> Upon execution of this Agreement, County at the Developer's expense shall cause recordation thereof with the County Recorder.

IN WITNESS WHEREOF, Developer and District have executed this Agreement on the day and year set opposite their respective signatures.

	DEVELOPER: Café Tori Investment, LLC
Dated: Smy 23, 2020	RLY
	By: RICHY NULLYEN
	Its: Manager
Dated: 7/23/20	DEVELOPER: Café Tori Investment, LLC By: Four Process
	Its: Manager
	BORONDA COUNTY SANITATION DISTRICT
Dated:	Ву:
	By: Chris Lopez, Chair, Board of Directors
APPROVED AS TO FORM:	
Approved as to Form:	
Office of the County Counsel	
Leslie J. Girard, County Counsel	
By:	
Mary Grace Perry, Deputy County Counsel	
Dated:	

EXHIBIT A LEGAL DESCRIPTION DEVELOPER PROPERTY

Certain real property situate in Ranch El Sausal in the County of Monterey, State of California, described as follows:

PARCEL 1

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TOGETHER WITH

Fee title to those certain strips of land running across said 53.869 acre parcel as shown on said map, formerly held in fee title by the Reclamation District No. 1665, as described in the documents recorded in Volume 156, Page 203 (30' wide strip) and Volume 359, Page 49 (40' wide strip), Official Records of said County.

EXCEPTING THEREFROM

That certain 35 foot wide strip of land running across said 53.869 acre parcel as shown on said map, held in fee title by the Boronda Co. Sanitation District, and described as Parcel 1 in the Final Order of Condemnation recorded June 30, 1986 in Reel 1972, Page 169, Official Records of said County.

PARCEL 2

That certain 3.169 acre parcel of land granted from the City of Salinas to Café Tori Investments, LLC per the Grant Deed recorded June 10, 2020, as Document No. 2020027598, Official Records of said County.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

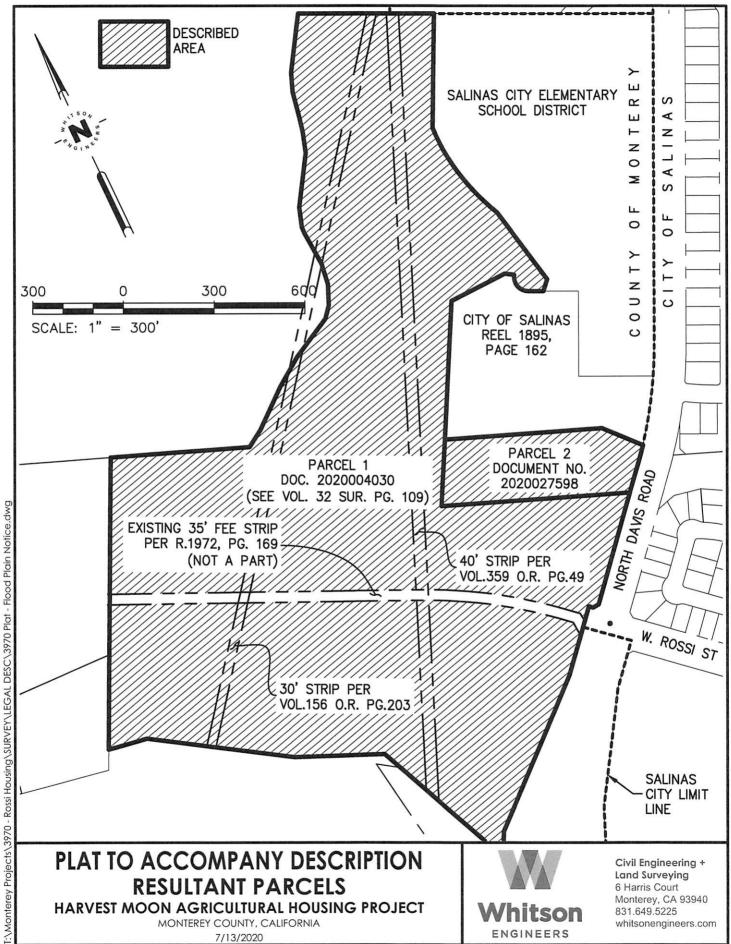
PREPARED BY: WHITSON ENGINEERS

RICHARD P. WEBER, LS

L.S. No. 8002 Job No.: 3970 No. 8002

No. 8002

No. 8002



PROJECT No.: 3970.00

EXHIBIT B

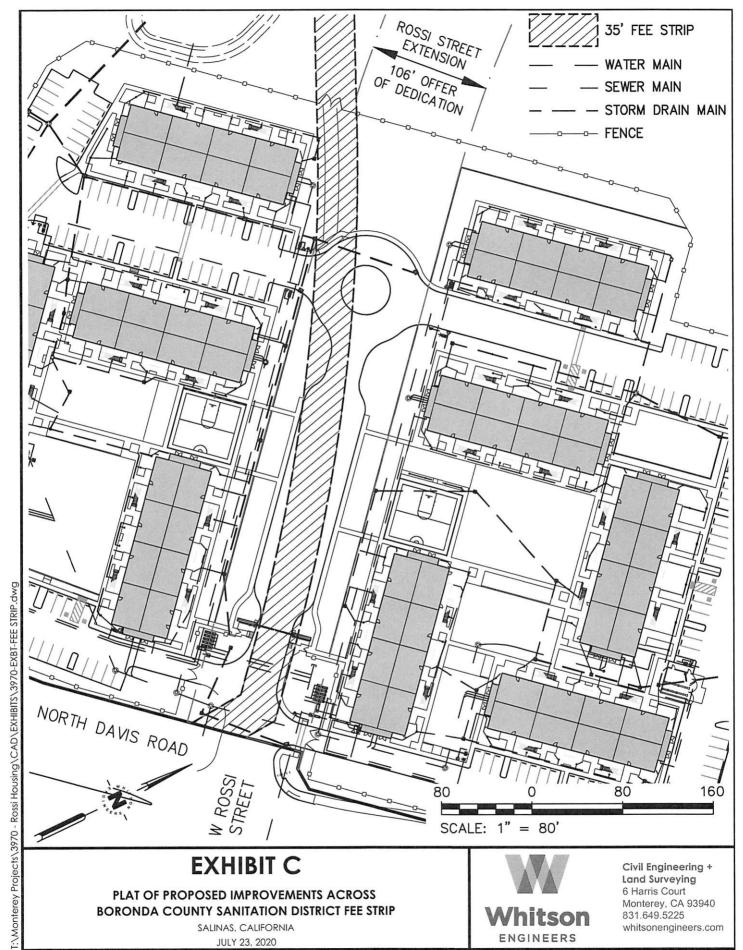
DISTRICT PROPERTY

A strip of land 35 feet in width centered on the following described line in the real property situate in the County of Monterey, State of California, described as follows:

Beginning at the Westerly corner of that parcel of land conveyed to Salinas, a municipal corporation by deed dated October 19, 1979, and recorded in Reel 1377 page 55, Records of Monterey County; thence departing from the Northerly line of the reclamation ditch; thence

- 1) North 26° 04' 47" East 85.25 feet: thence
- 2) North 47° 51' 40" East 556.01 feet; thence
- 3) North 40° 49' 49" East 160.18 feet to the point of beginning of said easement centerline; thence
- 4) North 4° 10' 11" West 40 feet; thence
- 5) North 49° 10' 11" West 60 feet; thence
- 6) Along the arc of a circular curve to the left, the center of which bears South 40° 49' 49" West 1,590 feet distant through a central angle of 16° 29' 49" and an arc distance of 457.80 feet: thence
- 7) North 65° 39' West to the terminus point of said easement on the Easterly line of that certain "Parcel 3" as described by deed dated December 30, 1981, and recorded in Reel 1526 at Page 796, Official Records of Monterey County, California.

EXCEPTING THEREFROM a 30 foot by 30 foot portion of land conveyed by Stanley R. Russell to Reclamation District No. 1665 by deed dated February 28, 1933, and recorded in Liber 359 of Official Records at Page 49, Monterey County Records.



PROJECT No.: 3970.00