

# Attachment A

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**Recording Requested by, and  
When Recorded, Mail to:**

Ag Land Trust  
P.O. Box 1731  
Salinas, CA 93902

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**AGRICULTURAL BUFFER EASEMENT DEED**

THIS AGRICULTURAL BUFFER EASEMENT DEED is made by and between **Montana Skies LLC** (“Grantors”) to the **Ag Land Trust**, a California nonprofit public benefit corporation and to the **County of Monterey**, a political subdivision of the State of California (Collectively, “Grantees”) on the last date opposite the respective signatures, with reference to the following facts and circumstances:

**RECITALS:**

- A. Grantors are the owners in fee simple of that certain real property situated in the County of Monterey, State of California, as described in **Exhibit A – Legal Description**, (“Property”) attached and incorporated by this reference.
- B. Grantee Ag Land Trust is a 501 (c) (3) nonprofit corporation organized and operating for the purpose of preserving agricultural lands in Monterey County; and Grantee County of Monterey is a political subdivision of the State of California which has, as its adopted land use policy, the protection of prime and productive farmlands within its jurisdiction.
- C. Grantors and Grantees wish to preserve and conserve for the public benefit the agricultural capability/suitability of the surrounding agricultural uses.

- D. Grantors are willing and able to grant to Grantees a 140-foot agricultural buffer easement, (the “Agricultural Buffer Easement”) (as a portion of a 200-foot separator area between the proposed development and existing agricultural production surrounding the proposed development) to limit the uses of the Property legally described in **Exhibit B – Agricultural Buffer Easement** attached and incorporated by this reference and as shown on the map labeled **Exhibit C – Buffer Easement Area** attached and incorporated by this reference.
- E. The purpose and intent of this grant of Agricultural Buffer Easement is to create an agricultural buffer between the Annexed Lands, once they are developed into non-agricultural uses, and the surrounding parcels which are used for agricultural and farming, for the purpose of mitigating against the impacts of agricultural use on the developed Annexed Lands, for as long as the surrounding parcels are used for agriculture and farming. The purpose of this Agricultural Buffer Easement is solely to restrict the uses to which the Agricultural Buffer Easement Property may be put so that the adjacent and surrounding agricultural property may be kept in agricultural use with as little conflict as possible with uses on the adjacent annexed and developed property within the City of Greenfield.
- F. This Agricultural Buffer Easement shall be interpreted and applied consistent with the June 24, 2013 Final Greater Greenfield Area Memorandum of Agreement (MOA), adopted by the City, County, and the Local Agency Formation Commission of Monterey County (LAFCO), and the associated Interim Agricultural Buffer Policies (Exhibit E of the MOA) for the City of



Greenfield which provides that City growth through 2050 shall not include the area north of Walnut Avenue and west of 12th Street. The June 24, 2013 Final Greater Greenfield Area Memorandum of Agreement (MOA), adopted by the City, County, and the Local Agency Formation Commission of Monterey County (LAFCO), and the associated Interim Agricultural Buffer Policies (Exhibit E of the MOA) for the City of Greenfield are on file with the City, County, and LAFCO and incorporated by this reference.

G. Grantors and Grantees have executed this Easement in accordance with LAFCO Resolution No.19-08, adopted by LAFCO of Monterey County on October 28, 2019, making determinations and approving a reorganization involving annexation of approximately 30.5 acres (“Annexed Lands”) to the City of Greenfield and detachment of the same lands from the Greenfield Fire Protection District and the Resource Conservation District of Monterey County. LAFCO Resolution No. 19-08 is on file with LAFCO and incorporated by this reference.

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 Grantees an Agricultural Buffer Easement consisting of a 140-foot strip of land, consisting of approximately 2.058 acres as legally described in **Exhibit B - Agricultural Buffer Easement** and depicted on the map attached as **Exhibit C - Buffer Easement Area**. To that end, and for the purposes of accomplishing the express intent of the parties and the protection and preservation of the heretofore referenced prime and productive farmland, Grantors covenant on behalf of themselves, their heirs, successors, and assigns, with Grantees, their successors and

assigns, to do and refrain from doing severally and collectively upon the Buffer Easement Area the acts mentioned below.

1. RESTRICTION ON BUFFER EASEMENT AREA. No improvements, buildings, or any other type of structures inconsistent with the protection and preservation of the surrounding farmland, and the use of the Buffer Easement Area as an agricultural buffer, shall be applied for, erected, constructed or placed nor permitted to be erected, constructed, or placed, on the Buffer Easement Area, subject to the following provisions:

a. Requirements.

1. That a fence or wall at least four (4) feet in height for the purpose of preventing trespassing shall be constructed at the cost of the Grantors, or its successor and assigns, within the Buffer Easement Area, to be maintained by the Grantors or their successors and assigns for as long as the Agricultural Buffer Easement remains in force. The fence or wall shall be constructed within the buffer zone adjacent to each phase of development and shall be in place prior to or at the time of occupancy of any buildings in the development phase adjacent to the Buffer Easement Area. Upon the effective date of the annexation, the City of Greenfield will be responsible for enforcing public safety within all portions of the Buffer Easement Area that are within the City's jurisdictional boundary.
2. That the Grantors or their successors and assigns shall be responsible for maintenance, upkeep, and replacement of the

required uses and allowed uses that may be placed on the Buffer Easement Area. Subject to the terms of Paragraph 3 below, Grantees may act to enforce this provision if Grantors violates, or fails to perform, its duties under this provision, and Grantee may recover costs from Grantors for such enforcement activities.

3. The Grantors and/or their successors and/or assigns shall work cooperatively with the City of Greenfield to establish a Landscaping and Lighting District to maintain the Buffer Easement Area.
4. The Buffer Easement Area shall be maintained in a manner consistent with its purpose as described in this Deed.

b. Allowed uses.

1. Sidewalks or bridal paths and other connecting pathways for pedestrians, non-motorized vehicles and maintenance vehicles as consistent with City of Greenfield ordinances.
2. Landscaping subject to the following provisions:
  - a. Street trees, lawns, low growing shrubbery and other landscaping plantings shall be allowed in any area of the Buffer Easement Area. No planting should include any noxious weed species or other plants that are otherwise harmful to agriculture.
  - b. Earthen berms may be allowed.

- c. Irrigation systems to serve the allowed landscaping shall be allowed.
- d. Allowable landscaping shall be approved by the City of Greenfield.

3. One (1) maximum 15' x 15' buffer maintenance equipment storage building may be allowed. Storage building use shall be limited to the storage of equipment used for buffer maintenance.

4. Street improvements including streets, pathways, sidewalks or bridal paths, planters, street lights, curbs, gutters, signage, and paving shall be allowed in the Buffer Easement Area. Such improvements shall comply with the City of Greenfield Standards and Ordinances and be approved by the City of Greenfield.

c. Municipal uses.

- 1. Any easement or construction necessary for sanitary sewer, storm sewers, holding, detention and retention basins, water pumping, storage and distribution, gas, electric, phone, data and other similar facilities and connections to the City of Greenfield's Wastewater Treatment Plant shall be allowed.
- 2. No services, municipal or otherwise, shall be extended to any territory from the City of Greenfield beyond the Buffer

Easement Area, unless and until said territory is annexed into the City of Greenfield consistent with the MOA.

d. Uses not allowed.

1. No use of the Buffer Easement Area which will or does materially alter the use and preservation of the property for agricultural buffer easement purposes shall be done or suffered. In the event that the Parties (including Grantees) are unable to agree on allowed uses or what constitutes a material alteration of the property for its use and preservation for agricultural buffer easement purposes, the Parties shall submit any such dispute to a non-binding mediation in accordance with the provisions of California Civil Code Section §1115 et seq.
2. No other uses except those enumerated and specifically allowed or required above shall be allowed.
3. Land within the buffer shall not be developed for recreational uses.

2. RIGHT OF ENTRY. With reasonable advance written notice to Grantors, Grantees, at Grantees' risk, may enter upon the Buffer Easement Area 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 Grantees believe Grantors are in violation of this easement, Grantees shall notify Grantors, in writing, of Grantees' findings and give Grantors at least thirty (30) days in which to respond or correct said violation before initiating legal action.

During such notice and cure period, the Parties agree to meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this grant of easement.

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 Area or as granting to the public or any member thereof any tangible rights in or to the Buffer Easement Area or the right to go upon or use or utilize the Buffer Easement Area in any manner whatsoever.

5. RESERVATION OF USE. Grantors reserve the right to use the Buffer Easement Area for any legal use, that is not prohibited by this Deed and that isn't inconsistent with its purposes. Should any public jurisdictions with authority be more restrictive in their zoning and other laws, rules and regulations, they shall prevail. Grantors reserve the right to continue commercial agricultural production uses within the Buffer Easement Area prior to conversion of the Annexed Lands to urban uses. Consequently, none of the requirements stated herein to invest funds to change the use of the Buffer Easement Area shall ripen until the actual development of the Annexed Lands commences.

6. TRANSFER OF EASEMENT. Grantees shall not assign nor transfer this Agricultural Buffer Easement to a third party without prior written notice to Grantors, or Grantors' successors. Grantees may transfer Grantees' respective interest in the Agricultural Buffer Easement to a third party without Grantors' permission, so long as

the third party is qualified to hold easements pursuant to California Civil Code Section 815.3. Grantee shall be responsible for notifying Grantors, or any successor in interest, or assignee, of any transfer of property interest in accordance with Paragraph 8 below.

7. TRANSFER OF PROPERTY INTEREST. Grantors may transfer, encumber, and/or lease the Buffer Easement Area to any third party without Grantees' respective permission, subject to the terms of this Agricultural Buffer Easement. Grantors shall notify Grantees of any transfer of ownership.

8. CONDEMNATION. In the event the Buffer Easement Area 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 Buffer Easement Area sought to be taken for public use only, but shall remain in effect relative to all other portions of the Buffer Easement Area. In the event of condemnation, no City services shall be extended beyond the Buffer Easement Area. Grantors, their successors and assigns, shall be entitled to such compensation as they would have been entitled had the Buffer Easement Area 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 Grantors, their 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 Area or some portion thereof or the Buffer Easement Area or some portion thereof is not actually acquired for a public use, the Buffer Easement Area 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 Area or any portion thereof or as to any term, condition, restriction, or covenant of this buffer easement without the prior written consent of Grantors and Grantees or their respective successors or assigns.

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 Grantors and their successors and assigns and each and all of them and is intended to run with the land until terminated in accordance with the terms herein.

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

12. INDEMNIFICATION. Grantors agree to hold Grantees harmless against, and to indemnify Grantees 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 Area, lawful or otherwise, by Grantors, except for injury or damage proximately caused by the negligent or intentional acts of Grantees or their agents or third parties. Grantees agree 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 Area, lawful or otherwise, by Grantees, except for injury or damage proximately caused by the negligent or intentional acts of Grantors



or their agents. Grantors are not to be held responsible nor liable for the unauthorized actions of others over which Grantors have no control.

13. NOTICES. Any notice required under this easement must be in writing, and may be given either personally, by registered or certified mail, return receipt requested, or by overnight mail through United Parcel Service, Federal Express or the United States Postal Service. 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, property 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 as their addresses set forth below:

To Grantors: Montana Skies LLC  
1281 Fourth Street  
Monterey, California 93940

To Grantees: Monterey County Board of Supervisors  
Attn: Clerk of the Board  
168 W. Alisal Street, First Floor  
Salinas, California 93901

Ag Land Trust  
Chief Executive Officer  
P.O. Box 1731  
Salinas, California 93902

With copies to: Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager  
Attn: Mary Grace Perry, Deputy County Counsel  
168 W. Alisal Street, Third Floor  
Salinas, California 93901

City of Greenfield  
Attn: City Manager  
Post Office Box 127  
Greenfield, California 93927

City of Greenfield  
Attn: Deputy City Manager/Public Works Director  
Post Office Box 127  
Greenfield, California 93927

Local Agency Formation Commission  
Attn: Executive Officer  
132 West Gabilan Street, Suite 102  
Salinas, California 93901

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

15. 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.

16. SUBJECT TO ORDINANCES. Land uses permitted or reserved to the Grantors 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. Grantees shall not be obligated to maintain, improve, or otherwise expend any funds in connection with the Buffer Easement Area. All costs and expenses for such maintenance, improvement use, or possession shall be borne by the

Grantors or Grantors' successors, except for any costs which may be incurred by Grantees 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 Grantors and the Grantees, 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 becomes unenforceable, no other provision shall be thereby affected or impaired.

20. ACKNOWLEDGEMENT BY THE CITY OF GREENFIELD.  
The Buffer Easement Area is a portion of the territory that has been approved for annexation to the City of Greenfield, and the City will have jurisdictional authority over the territory when annexed. The City of Greenfield acknowledges the existence and concurs with the purpose and intent of this Agricultural Buffer Easement as reflected in **Exhibit D – City Acknowledgment** attached and incorporated by this reference.

21. COUNTERPARTS. This Agricultural Buffer Easement Deed may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

22. INCORPORATION OF RECITALS. The Recitals set forth above in Recitals A. through G. are hereby incorporated into this Agricultural Buffer Easement Deed.

23. AUTHORIZED SIGNATORIES. The signatories to this instrument warrant and represent that they are authorized to execute, grant, acknowledge and/or accept this Agricultural Buffer Easement Deed on behalf of each of the respective parties and/or agencies which are signatories to this instrument and its corresponding

acknowledgments and certificate and consent to recordation.

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

**GRANTORS: Montana Skies, LLC**

Dated: 1/26/21 By: Deborah K Rich  
Signature  
Deborah K. Rich  
Type/Print Name  
Title: Manager

Dated: \_\_\_\_\_ And By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Type/Print Name:  
Title: Manager

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.

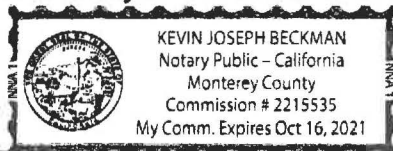
STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On January 26, 2021, before me, Kevin Joseph Beckman -  
Notary Public, personally appeared Deborah K. Rich, 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.

[SEAL]



Kevin Joseph Beckman  
Notary Public

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 MONTEREY

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_,  
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.

[SEAL]

\_\_\_\_\_  
Notary Public

**GRANTEES:**

**Ag Land Trust**

Dated: 1/28/2021

Signature \_\_\_\_\_  
*S Darington*  
\_\_\_\_\_

Sherwood Darington

Title: Chief Executive Officer

SEE ATTACHED  
NOTARY CERTIFICATE

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 MONTEREY

*WP*

On \_\_\_\_\_, 20\_\_\_\_, before me,  
\_\_\_\_\_

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.

\_\_\_\_\_  
Notary Public

[SEAL]

**COUNTY OF MONTEREY**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Wendy Askew  
Chair, Board of Supervisors

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.

CLERK'S ACKNOWLEDGMENT

State of California )  
County of Monterey )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_  
Clerk of the Board of Supervisors, personally appeared \_\_\_\_\_, Chair of  
the Board of Supervisors, 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.

**VALERIE RALPH**  
Clerk of the Board of Supervisors  
County of Monterey, State of California

By: \_\_\_\_\_

Legal Reference for Acknowledgment by County Official:  
Civil Code Sections 1181, 1184, 1185, 1188, 1189  
Code of Civil Procedure Section 2012

[COUNTY SEAL]:

**APPROVED AS TO FORM:**  
OFFICE OF THE COUNTY COUNSEL-RISK MANAGER  
LESLIE J. GIRARD, COUNTY COUNSEL-RISK MANAGER

By: \_\_\_\_\_  
Mary Grace Perry, Deputy County Counsel

Dated: \_\_\_\_\_

ACKNOWLEDGMENT AND CONSENT TO RECORDATION

"ANY EXHIBIT(S) MUST BE NO LARGER OR SMALLER THAN 8 1/2" X 11"  
This is to certify that the **Agricultural Buffer Easement Deed** set forth above is hereby acknowledged by the County of Monterey and that said Agricultural Buffer Easement Deed is in accordance with the Board Order approving said Agricultural Buffer Easement Deed adopted by said Board on \_\_\_\_\_, 2021 and that the County consents to recordation thereof.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Wendy Askew  
Chair, Board of Supervisors

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.

CLERK'S ACKNOWLEDGMENT

State of California    )  
County of Monterey   )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_  
Clerk of the Board of Supervisors, personally appeared \_\_\_\_\_, Chair of the Board of Supervisors, 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.

VALERIE RALPH  
Clerk of the Board of Supervisors  
County of Monterey, State of California

By: \_\_\_\_\_

Legal Reference for Acknowledgment by County Official:  
Civil Code Sections 1181, 1184, 1185, 1188, 1189  
Code of Civil Procedure Section 2012

[COUNTY SEAL]:



**Exhibit A**

**Mira Monte Legal Description**

## EXHIBIT A

### MONTANA SKIES ANNEXATION TO THE CITY OF GREENFIELD

That certain real property located within Lots 180, 181, and 182 and a portion of Walnut Avenue, a County Road, and 13<sup>th</sup> Street, a County Road, as shown on that certain map entitled "Map of the Clark Colony" recorded on July 19, 1905 in Volume 1 of Cities and Towns at Page 64, Official Records of Monterey County, being within the Rancho Arroyo Seco, County of Monterey, State of California, being more particularly described as follows:

BEGINNING at the point of intersection of the northwesterly right of way line of 13<sup>th</sup> Street, a County Road, with the northwesterly right of way line of Apple Avenue, a City Street, as shown on the map entitled, "Map of the Clark Colony" recorded on July 19, 1905 in Volume 1 of Cities and Towns at Page 64, Official Records of Monterey County; thence from said Point of Beginning:

1. North 35°26'00" West, 1,320.82 feet along the northwesterly right of way line of 13<sup>th</sup> Street, a County Road, to a point of intersection with the northwesterly right of way line of Walnut Avenue, a County Road, thence
2. North 54°35'00" East, 690.25 feet along said right of way line of Walnut Avenue, a County Road, thence
3. South 35°26'15" East, 690.31 feet along the common boundary of Lots 182 and 179 to the most southeasterly corner of Lot 182, being also the corner common to Lots 182, 181, 180, and 179, thence
4. North 54°34'30" East, 660.23 feet along the common boundary of Lots 180 and 179 to the most northeasterly corner of Lot 180, being also the corner common to Lots 180, 179, 178, and 177, thence
5. South 35°26'30" East, 630.22 feet along the common boundary of Lots 180 and 177 to a point on the northwesterly right of way line of Apple Avenue, a City Street, thence
6. South 54°34'00" West, 1350.63 feet, more or less, along the northwesterly right of way line of Apple Avenue, a City Street, to the POINT OF BEGINNING.

Containing an area of 30.483 acres, more or less.

The aforesaid parcel is shown on the Exhibit Map which is attached hereto and made a part hereof.

Prepared by:

\_\_\_\_\_  
Lynn A. Kovach L.S. 5321



**Exhibit B**

**Agricultural Buffer Easement Legal Description**

MONTANA SKIES LLC.  
A.P.N. #109-232-001

## EXHIBIT B

### AREA 2

That certain real property located within Lot 182 as shown on that certain map entitled "Map of the Clark Colony" recorded on July 19, 1905 in Volume 1 of Cities and Towns at Page 64, Official Records of Monterey County, being within the Rancho Arroyo Seco, County of Monterey, State of California, being more particularly described as follows:

BEGINNING at a point on the southwesterly right of way line of Walnut Avenue, a County Road, and the common corner of Lot 179 and 182 as shown on the map entitled, "Map of the Clark Colony" recorded on July 19, 1905 in Volume 1 of Cities and Towns at Page 64, Official Records of Monterey County; thence from said Point of Beginning:

1. South 35°26'15" East, 140.00 along said common boundary of Lots 179 and 182; thence leaving said common boundary
2. South 54°34'01" West, 640.27 feet, more or less, to the common boundary of Lot 182 and the northeasterly right of way line of Thirteenth street, a County Road; thence along said northeasterly right of way line
3. North 35°26'00" West, 140.00 feet to the point of intersection of said northeasterly right of way line of Thirteenth Street and the southeasterly right of way line of Walnut Avenue, a County Road; thence along said southeasterly right of way line
4. North 54°34'00" East, 640.26 feet, more or less, to the POINT OF BEGINNING.

Containing an area of 2.058 acres, more or less.

The aforesaid easement is shown on the Exhibit Map which is attached hereto and made a part hereof.

Prepared by:

---

Lynn A. Kovach L.S. 5321

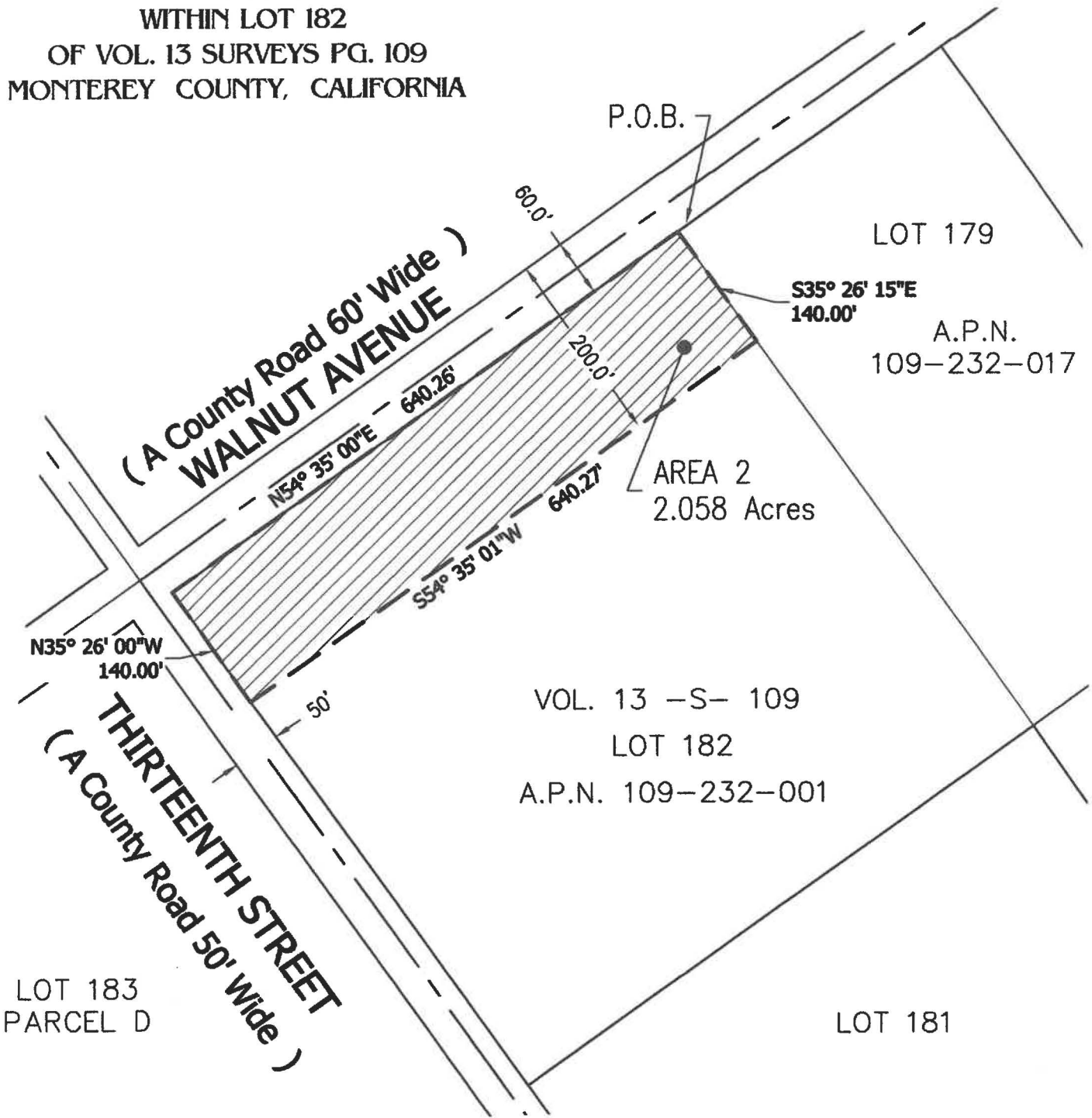
Dated: October 31, 2019



**Exhibit C**

**Agricultural Buffer Easement Area**

**EXHIBIT C**  
**OF AREA 2**  
**WITHIN LOT 182**  
**OF VOL. 13 SURVEYS PG. 109**  
**MONTEREY COUNTY, CALIFORNIA**



PREPARED BY:  
*POCARIS CONSULTING*  
CARMEL VALLEY, CA  
831-659-9564

SCALE: 1" = 150' VIEW: AREA 2 DATE: 10-31-2019  
FILE NAME: Montana Skies Annex AG Buffer.DWG 18176.02



Exhibit D

City of Greenfield Acknowledgment

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 Greenfield by the Local Agency Formation Commission (Resolution No. 19-08) and the City of Greenfield will have jurisdictional authority over the territory when annexed. The City of Greenfield acknowledges the existence and concurs with the purpose and intent of this easement between the property owner, the County of Monterey, and the Ag Land Trust.

Dated: February 4, 2021

*William Paul Wood*

Signature

William Paul Wood

Type/Print Name

City Manager

Type/Print Title

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 MONTEREY

On February 4, 2021, before me,  
*Ann F. Rathbun*

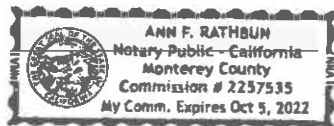
Notary Public, personally appeared William Paul Wood, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

*Ann F. Rathbun*  
Notary Public

[SEAL]



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Monterey

On January 28, 2021 before me, Vanessa Paradise, Notary Public  
personally appeared Sherwood Darington



NOTARY SEAL

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

Van Paradise

Signature of Notary Public

## ADDITIONAL OPTIONAL INFORMATION

Title or Description of attached document:

Agricultural Buffer

Easement Deed

Document Date:

No Date

Number of Pages:

Twenty Two

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer
- Partner
- Attorney-in-Fact
- Trustee
- Other: \_\_\_\_\_

Signer is representing \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer
- Partner
- Attorney-in-Fact
- Trustee
- Other: \_\_\_\_\_

Signer is representing \_\_\_\_\_