

Attachment E

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

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

AGRICULTURAL BUFFER EASEMENT DEED

THIS AGRICULTURAL BUFFER EASEMENT DEED is made by and between **Laurence F. Hearne and Patricia A. Hearne**, Trustees of the 1999 Hearne Family Trust Dated May 8, 1999, **Dennis J. Hearne and Sharon E. Hearne**, Trustees of the Dennis J. and Sharon E. Hearne 1995 Revocable Family Trust Dated October 13, 1995, **Francis J. Hearne and Patricia E. Hearne**, Trustees of the Francis J. and Patricia E. Hearne 1995 Revocable Family Trust Dated August 25, 1995 and **Timothy M. Hearne and Kate Hearne**, Trustees of the Timothy M. and Kate Hearne 1995 Revocable Family Trust Dated November 27, 1995 ("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 below, 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**, attached hereto (the Property) and incorporated by this reference.

- B. Grantors and Grantees wish to preserve and conserve for the public benefit the agricultural capability/suitability of the surrounding agricultural uses.
- C. Grantors are willing and able to grant to Grantees a 1-foot agricultural buffer easement over and across the Property (southeast property line, APN 221-011-018) as shown on **Exhibit B** attached hereto and incorporated by this reference.
- D. The purpose and intent of this grant of easement to Grantees is to keep and maintain a 1-foot buffer as described in **Exhibit B** 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 within the Annexed Lands, and to utilize buffer easement in a manner consistent with the protection and preservation of agricultural land adjacent to territory to be annexed to the City of Greenfield. The sole purpose of this buffer easement is to restrict the uses to which the Buffer Easement Property may be put so that the surrounding agricultural property may be kept in agricultural use with as little conflict as possible with uses on the adjacent annexed and developed property, without limiting or restricting the future agricultural use of the surrounding agricultural property as may otherwise be allowed while the property remains under County of Monterey land use jurisdiction.
- E. This agricultural buffer easement shall be interpreted and applied consistent with the 2013 Greater Greenfield Memorandum of Agreement (MOA), adopted by the City, County, and LAFCO, which provides that City growth

through 2050 shall not include the area west of Highway 101 and south of Espinosa Road and the area east of Highway 101 and south of Elm Avenue (excluding the area west of the approximate extension of Third Street).

F. Grantor and Grantees have executed this Easement in accordance with the Local Agency Formation Commission (LAFCO) Resolution No. 17-12 adopted by LAFCO of Monterey County on October 23, 2017, making determinations and approving a reorganization involving annexation of approximately 290 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.

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 voluntarily grant and convey in perpetuity to Grantees and Grantees hereby accept a 1-foot wide permanent agricultural buffer easement over and across the southerly portion of the property as described in **Exhibit A**, attached hereto, and shown on **Exhibit B** (“the Buffer Easement Property”). To that end, and for the purposes of accomplishing the express intent of the parties, 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 easement property the acts mentioned below.

1. RESTRICTION ON BUFFER EASEMENT AREA. No improvements, buildings, or any other type of structures 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 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 Grantor, or successor and assigns, within the agricultural buffer easement, to be maintained or replaced in perpetuity by the Grantor or successor and assigns for as long as the agricultural conservation easement on adjacent property 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 Property. The City of Greenfield is responsible for enforcing public safety within the buffer zone.
2. That the Grantor or successor 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 Property.
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 zone.

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

b. Allowed uses.

1. Public streets or roadways may be allowed within the Buffer Easement Property.
2. Trails and other connecting pathways for pedestrians, non-motorized vehicles and maintenance vehicles as consistent with City of Greenfield ordinances.
3. 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 Property. No planting should include any noxious weed species or other plants that are otherwise harmful to agriculture. Consultation with the Monterey County Agricultural Commissioner is required before finalizing plant selections within the buffer zone.
 - b. Earthen berms may be allowed.
 - c. Irrigation systems to serve the allowed landscaping may be allowed.
 - d. Allowable landscaping shall be approved by the City of Greenfield.

4. 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.
5. Parallel parking (8-Ft) lanes along shall be allowed.
6. Street improvements including streets, pathways, sidewalks, planters, street lights, curbs, gutters, signage, and paving shall be allowed in the Buffer Easement Property. Such improvements shall comply with the City of Greenfield Standards and Ordinances.

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 through and beyond the Buffer Easement to any territory from the City of Greenfield beyond the Buffer Easement Property without the prior written consent of Grantor and Grantees or their respective Successors or Assigns.

d. Uses not allowed.

1. 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. In the event that the Parties are unable to agree on 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 without the prior written consent of Grantor and Grantees or their respective Successors or Assigns.

2. RIGHT OF ENTRY. With reasonable advance written notice to Grantors, Grantees, at Grantees' 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 Grantees believe Grantor is in violation of this easement, Grantees

shall notify Grantors, in writing, of Grantees' 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. Grantors reserve 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. Grantors reserve the right to continue commercial agricultural production uses within the buffer easement property prior to conversion of the property to urban uses.

6. TRANSFER OF EASEMENT. Grantees shall not assign nor transfer this agricultural buffer easement to a third party without prior written notice to Grantor, or Grantors successor in interest, lessee, or assignee. Grantees may transfer Grantees' respective interest in the agricultural buffer easement to a third party without Grantor's permission, so long as the third party is qualified to hold easements pursuant to California Civil Code Section 815.3. Grantor shall be responsible for notifying Grantees, 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 transfer, encumber, and/or lease the Buffer Easement Property to any third party without Grantees' 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 Grantees 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. Grantors, their successors and assigns, shall be entitled to such compensation 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 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 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 Grantor 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 Grantor and its successors and assigns and each and all of them and is intended to 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. Grantors agree to hold Grantees 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 Grantees or its 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 Property, lawful or otherwise, by Grantees, except for injury or damage proximately caused by the negligent or intentional

acts of Grantors or their agents or third parties. Grantor and Grantees are not to be held responsible nor liable for the unauthorized actions of others over which Grantor and Grantees have 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 requested, or by overnight mail through United Parcel Service, Federal Express or the United States 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 as their addresses set forth below:

To Grantors:

Larry Hearne
Hearne Family Trust
512 Metz Rd.
King City, California 93930
800-253-7346

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

Ag Land Trust
Managing Director
P.O. Box 1731
Salinas, California 93902

With copies to: Office of the County Counsel
County of Monterey
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
599 El Camino Real
Greenfield, California 93927

City of Greenfield
Attn: Community Services/Planning Director
Post Office Box 127
599 El Camino Real
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 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 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. Grantees 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 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 Grantor 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 Property is a portion of the territory that has been approved for annexation to the City of Greenfield, and the City has jurisdictional authority over the territory when annexed. The City of Greenfield acknowledges and accepts as a condition of LAFCO annexation approval the existence of this easement between the property

owner, the County of Monterey, and the Ag Land Trust, as indicated on **Exhibit C** of this
easement, attached and incorporated by this reference.

21. COUNTERPARTS. This Agricultural Buffer Easement Deed may be
executed in counterparts.

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

GRANTORS:

**1999 HEARNE FAMILY TRUST DATED
MAY 8, 1999**

Dated: _____ By: Deceased
Laurence F. Hearne, Trustee

Dated: 3-27-18 By: Patricia A. Hearne
Patricia A. Hearne, Trustee

**DENNIS J. AND SHARON E. HEARNE 1995
REVOCABLE FAMILY TRUST DATED
OCTOBER 13, 1995**

Dated: 3-22-18 By: Dennis J. Hearne
Dennis J. Hearne, Trustee

Dated: 3-22-18 By: Sharon E. Hearne
Sharon E. Hearne, Trustee

**FRANCIS J. AND PATRICIA E. HEARNE
1995 REVOCABLE FAMILY TRUST DATED
AUGUST 25, 1995**

Dated: _____

By: Dee Reed
Francis J. Hearne, Trustee

Dated: 3-22-18

By: Patricia E. Hearne
Patricia E. Hearne, Trustee

**TIMOTHY M. HEARNE AND KATE HEARNE
1995 REVOCABLE FAMILY TRUST DATED
NOVEMBER 27, 1995**

Dated: 3-22-18

By: Timothy M. Hearne
Timothy M. Hearne, Trustee

Dated: 3-22-18

And By: Kate Hearne
Kate Hearne, Trustee

GRANTEES:

AG LAND TRUST

Dated: 4/2/18

By: S. Darington
Sherwood Darington
Managing Director

COUNTY OF MONTEREY

Dated: _____

By: _____
Luis Alejo, 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.

State of California

County of Monterey

On the April 2, 2018 before me, Kirsten Thorup a Notary Public,
personally appeared Sherwood Parington,
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: Kirsten Thorup

Name: Kirsten Thorup
(Typed or Printed)



(Seal)

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.

ACKNOWLEDGMENT

State of California)

County of Monterey)

On _____, 2018, before me, _____,
Clerk of the Board of Supervisors, 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.

NICHOLAS E. CHIULOS

Acting Clerk of the Board of Supervisors
Monterey County, 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:

COUNTY OF MONTEREY
CHARLES McKEE, COUNTY COUNSEL

By _____
Mary Grace Perry, Deputy County Counsel
Dated: _____

EXHIBIT A

The land referred to in this Report is situated in the unincorporated area of the County of Monterey, State of California, and is described as follows:

That certain real property lying, being and situate in Rancho Poso de los Ositos, in County of Monterey, State of California, being a part of Lot 7, as said lot is shown and so designated on that certain map of Partition filed July 10, 1925 in Volume 2 of Surveys at Page 30, in the office of the Recorder of Monterey County, California, and being more particularly described as follows, to-wit;

BEGINNING at the point of intersection of the centerline of the California State Highway (60 feet wide) with the line between Lots 7 and 8, as said lots are shown upon above mentioned partition map; thence along centerline of said State Highway, North $46^{\circ} 38'$ West, 275.3 feet; thence leave said centerline and running North $43^{\circ} 22'$ East, 50.0 feet to a steel bar, one inch in diameter, set in the ground; thence North $65^{\circ} 45'$ East, 582.6 feet to a steel bar, one inch in diameter, set in the ground; thence North $84^{\circ} 04'$ East, 444.3 feet to a 4" x 4" post set in the ground in the Northerly line of that certain Right of Way "B" (40 feet wide) as shown on said partition map; thence leave said Northerly line of Right of Way "B" and running South $11^{\circ} 34\frac{1}{4}'$ East, 20.0 feet to a point of beginning of a curve in the centerline of said right of way; thence along said centerline with the following two courses and distances:

- (1) Along the arc of a circular curve to the left (the center of which bears South $11^{\circ} 34\frac{1}{2}'$ East, 711.4 feet distant) for a distance of 286.1 feet and
- (2) South $55^{\circ} 23\frac{3}{4}'$ West, 668.3 feet to the place of beginning.

Courses all true. Containing a gross area of 3.85 acres of land, more or less.

EXCEPTING THEREFROM, that portion of the above-described rear property conveyed by deed dated October 24, 1958, from LAURENCE A. HEARNE and IRENE C. HEARNE, his wife, to the STATE OF CALIFORNIA, recorded January 22, 1959, in Book 1927, at Page 98, Official Records of Monterey County, California.

APN: 221-011-018-000

H. D. PETERS CO., INC. & ASSOCIATES

Engineering-Surveying-Land Planning

119 Central Avenue -Salinas, California 93901

831-424-3961

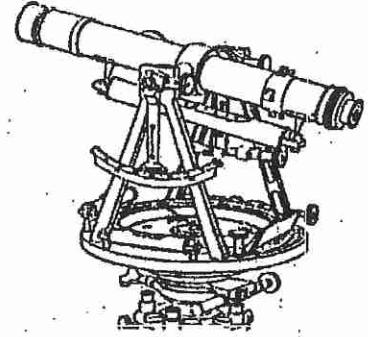


EXHIBIT "B"

AGRICULTURAL BUFFER EASEMENT

All that certain real property situate in Rancho Poso De Los Ositos, in the County of Monterey, State of California, described as follows:

A portion of Lot 7 of the Espinosa Portion of the Rancho Poso De Los Ositos, as said Lot is shown and so designated on map filed for record in Volume 2 of "Surveys" at Page 29, records of said County, said portion being more particularly described as follows:

A strip of land of the uniform width of 1 foot lying contiguous to and northwesterly from the following described line

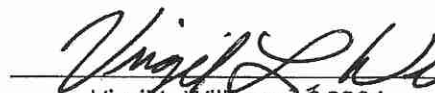
Beginning at the easterly corner of the land described in that certain grant deed from Laurence F. Hearne to Laurence F. Hearne and Patricia A. Hearne, as Trustees of the 1999 Hearne Family Trust per Document No. 9954789, records of said County, said Easterly corner lying in the northwesterly line of Espinosa Road a County Road, designated as right of way "B" (40 feet wide) on said map filed for record in Volume 2 of "Surveys" at Page 29 records of said County.

Thence from said Point of Beginning, run along the northwesterly line of Espinosa Road being also the southeasterly boundary of said lands of Hearne with the following three (3) courses

- (1) Southwesterly along the arc of a non-tangent circular curve concave to the southeast, the center of circle of which bears South $11^{\circ} 34' 30''$ East, 731.40 feet distant, through a central angle of $23^{\circ} 04' 38''$ for an arc distance of 294.14 feet ; thence non-tangentially
- (2) South $55^{\circ} 22' 47''$ West, 500.79 feet ; thence
- (3) South $55^{\circ} 24' 31''$ West, 77.65 feet to the Easterly boundary of Patricia Lane a County Road

End of description

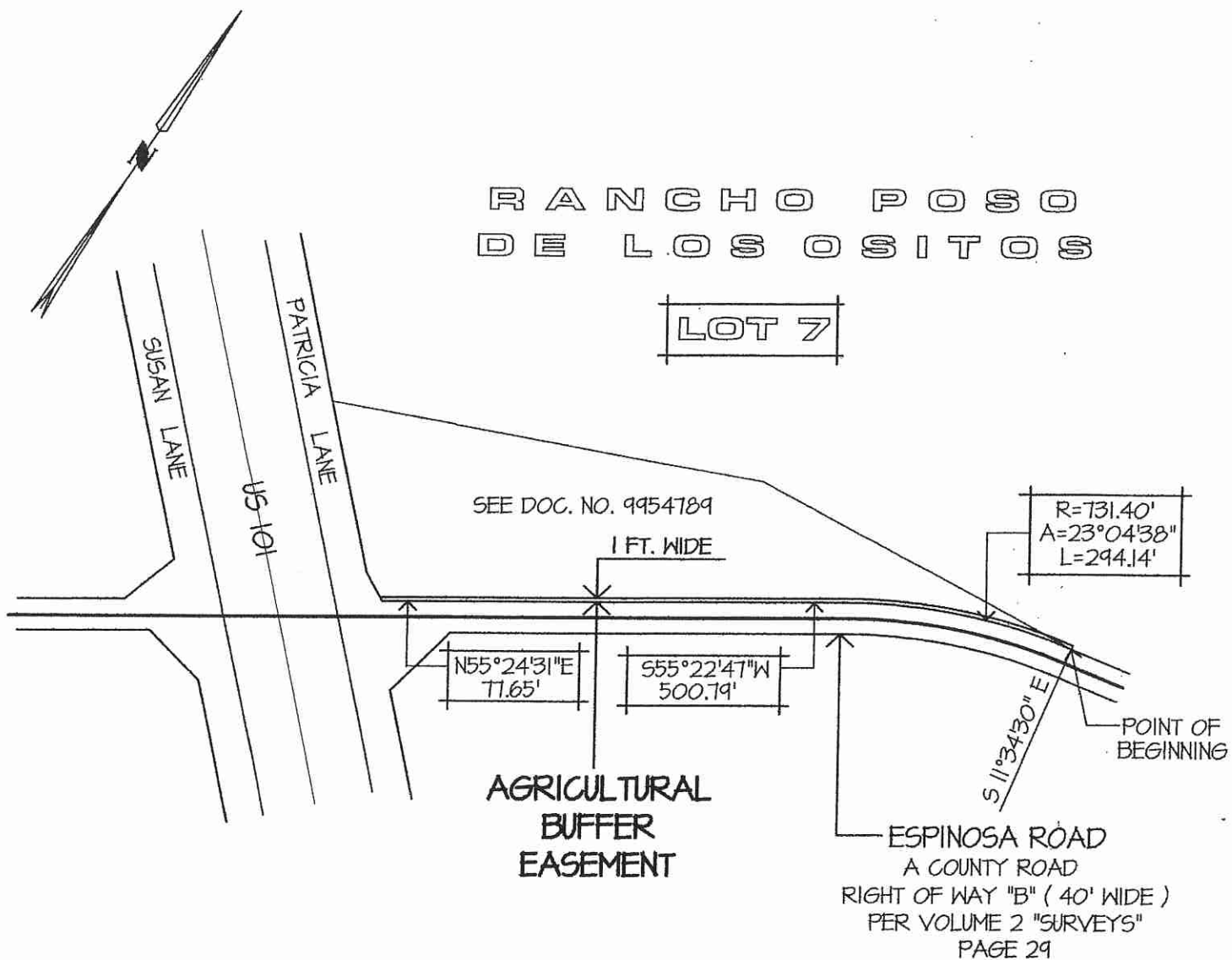
This description was prepared under my direction


Virgil L. Williams, LS 3304
License expires June 30, 2018



RANCHO POSO
DE LOS OSITOS

LOT 7



PLAT TO ACCOMPANY DESCRIPTION

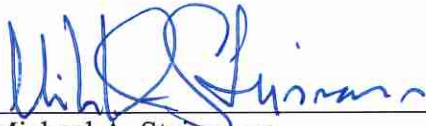
SCALE: 1"=200'

EXHIBIT C

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 Greenfield by the Local Agency Formation Commission (Resolution No. 17-12) and the City will have jurisdictional authority over the territory when annexed. The City of Greenfield acknowledges the existence of this easement between the property owner, the County of Monterey, and the Ag Land Trust.

Dated: March 22, 2018



Michael A. Steinmann
Community Services Director
City Representative

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