

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation & Development
Community Development Division
30 Muir Road
Martinez, CA 94553

APN: 192-240-007

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**GRANT DEED OF DEVELOPMENT RIGHTS
(Gester Property)**

This Grant Deed of Development Rights is made by and between the Grantors, Ralf and Candi Gester, and their successors and assigns ("Grantors") and the Grantee, Contra Costa County, a political subdivision of the State of California, and its successors and assigns ("County").

RECITALS

- A. On November 15, 2010, the County Zoning Administrator conditionally approved an application by Grantors to subdivide an approximately 2.47-acre site in an unincorporated area of Alamo, County of Contra Costa, State of California, into two parcels, Parcel A and Parcel B. Parcel A and Parcel B are shown on the Tentative Map for Minor Subdivision (MS) 07-0015, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference.
- B. Condition of Approval #5 for MS 07-0015 requires the development rights to the area on Parcel B not proposed for the residential building site to be conveyed by grant deed to the County. Parcel B will hereafter be referred to as the "Property."
- C. Grantors desire to evidence their intent, and to insure that the obligations specified herein are covenants, conditions, and restrictions that run with the land and are for the benefit of the County.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby grant to County, on the terms and conditions set fourth below, all the Development Rights over the "Restricted Development Area" portion of the Property, as defined below.

1. **Recitals.** The recitals are intended to be and shall be part of this Grant Deed.
2. **Restricted Development Area.** "Restricted Development Area" is defined to mean and refer to the portion of the Property described and depicted as the "Restricted Development Area" in Exhibit 2 attached hereto and incorporated herein by this reference.

3. **Development Rights.** "Development Rights" are defined to mean and refer to the right to divide, develop, or install or construct improvements on, all or any portion of the Restricted Development Area.

4. **Negative Easement.** This Grant Deed is in the form of a negative easement, which shall run with said Property and shall bind the current Grantors and any future owners of all or any portion of said Property. This Grant Deed is an agreement in writing affecting the title or possession of the Property.

5. **Development Restrictions.** Except as provided herein, Grantors shall not divide, develop, or install or construct improvements on, any portion of the Restricted Development Area, and Grantors agree that no building permits or other permits shall be issued for the purpose of constructing improvements on any portion of the Restricted Development Area. Grantors hereby waive and relinquish any rights they might otherwise have to such permits.

5.1 **Plans and Specifications; County Approval.** Any and all improvements proposed for the Restricted Development Area will be performed as directed by County. Grantors shall cause plans and specifications for improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications to County for approval prior to commencement of any work, and shall pay any County improvement plan review and inspection fee. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval or, upon annexation of the Restricted Development Area to any city, in accordance with the applicable city standards. Grantors agree to commence and complete the work within the time specified by County.

5.2 **Development of Restricted Development Area.** Development of the Restricted Development Area may occur only as set forth below, subject to Grantors first obtaining all necessary permits and approvals from the County:

5.2.1 The development of structures on the Restricted Development Area, including but not limited to buildings, obscure fences, swimming pools, tennis courts and other sports courts, is expressly prohibited without exception.

5.2.2 No other development activity, grading or removal of trees may occur on the Restricted Development Area without the prior written approval of the County Zoning Administrator.

5.2.3 A sewer lateral exists within the Restricted Development Area. To the extent that the repair or maintenance of the existing sewer lateral is considered a development activity, notwithstanding Subsection 5.2.2 above, that activity may proceed without the written permission of the County Zoning Administrator.

6. **Covenants Running With Land.** This Grant Deed shall be binding on the parties hereto and the provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding on the heirs, successors, and assigns of the Grantor, County, and all of the Property and all other parties having or acquiring any right, title, or interest in any part of the real property encumbered by the easement described herein.

7. **Remedies.** Should Grantor violate any of the provisions hereof, County shall be entitled to all rights and remedies available at law or in equity, including without limitation, an order enjoining the activity in violation hereof and an order requiring the removal of the improvements constructed in violation hereof. In addition, County shall be entitled to an award of all expenses incurred by County in pursuing such violation(s), including costs, interest, attorney's fees and other litigation expenses.

IN WITNESS THEREOF, this Grant Deed of Development Rights is signed and executed this 8TH day of AUGUST, 2013.

GRANTEE

CONTRA COSTA COUNTY

By: _____
Chair, Board of Supervisors

Attest: David Twa, Clerk of the Board of
Supervisors and County Administrator

By: _____
Deputy

Approved as to Form:

Sharon L. Anderson
County Counsel

By: _____
Deputy County Counsel

Attachments:

Exhibit 1: MS 07-0015 Tentative Map

Exhibit 2: Legal Description and Map

- Exhibit A: Legal Description, dated July 2, 2013
- Exhibit B: Plat to Accompany Legal Description

GRANTORS

RALF AND CANDI GESTER

Ralf Gester

Candi Gester

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Contra Costa

On Aug 8, 2013 before me, BARBARA R THEOBALD

(Here insert name and title of the officer)

Notary Public

personally appeared RALF GESTER AND CANDI GESTER

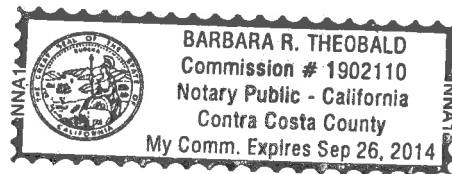
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant Deed of Developmental Rights
(Title or description of attached document)
(Title or description of attached document continued)

Number of Pages 1 Document Date 8/8/13

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

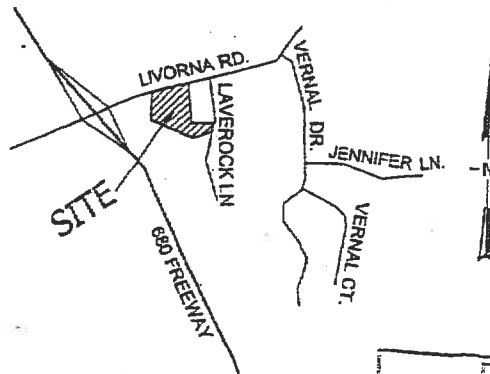
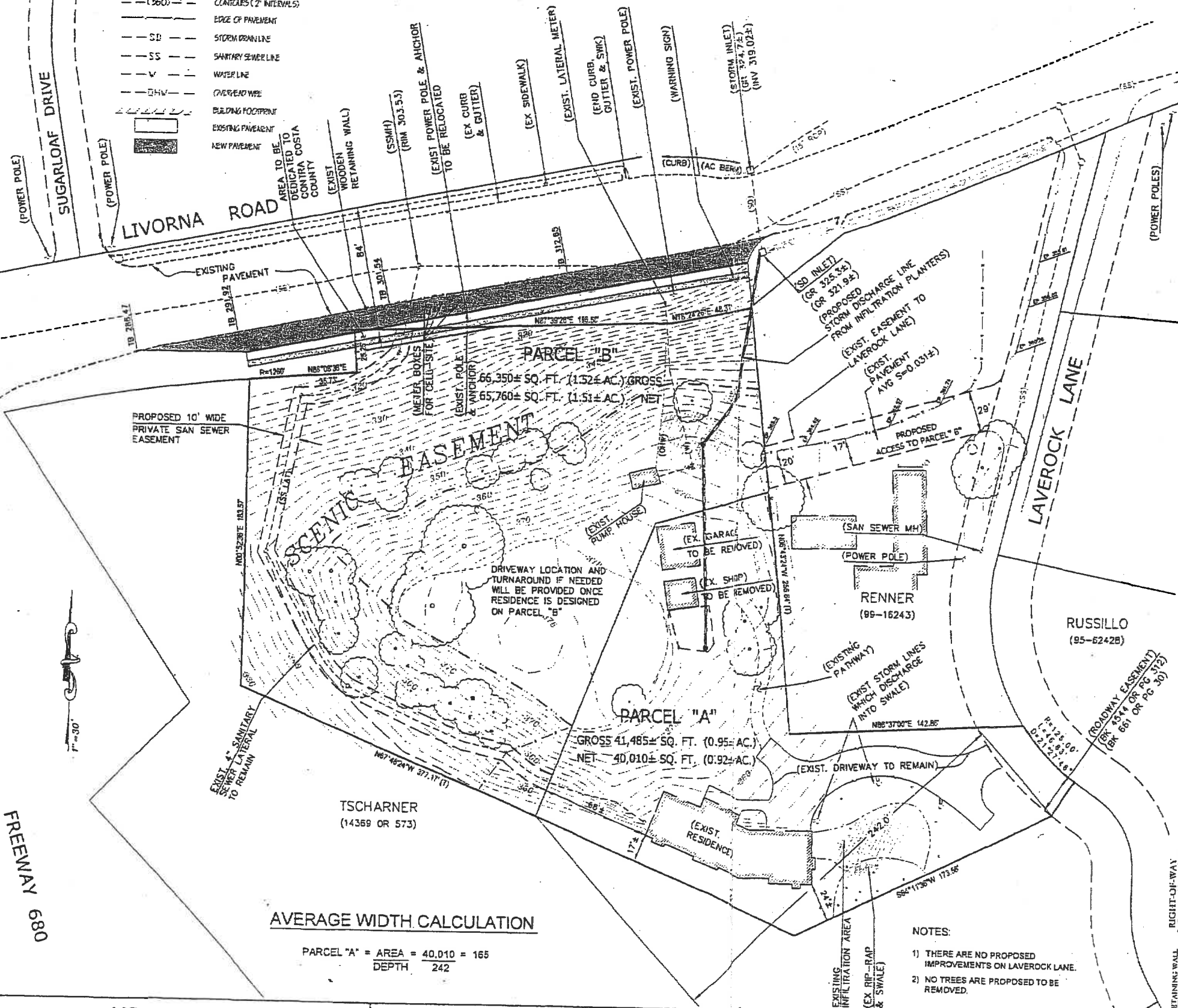
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Exhibit 1

MS 07-0015 Tentative Map

LEGEND

- (360) --- CONTOURS (2' INTERVALS)
- EDGE OF PAVEMENT
- SD --- STORM DRAIN LINE
- SS --- SANITARY SEWER LINE
- W --- WATER LINE
- OHV --- OVERHEAD WIRE
- BUILDING FOOTPRINT
- EXISTING PAVEMENT
- NEW PAVEMENT



VICINITY MAP
N.T.S.

TENTATIVE MAP NOTES:

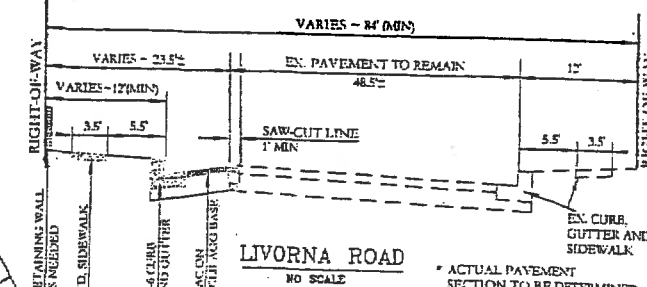
- OWNER: RALF & CANDI GESTER
1251 LAVEROCK LANE
ALAMO, CA 94507
(925) 944-0838
- ENGINEER: DEBOLT CIVIL ENGINEERING
811 SAN RAMON VALLEY BLVD
DANVILLE, CA 94526
- ASSESSOR'S PARCEL NUMBER: 192-240-007
- AREA: 2.47± ACRES
- GENERAL PLAN: SINGLE FAMILY RESIDENTIAL
VERY LOW DENSITY (0.2-0.6 UNITS / AC)
- ZONING: R-40
- UTILITIES: GAS & ELECTRIC - P.G.&E.
TELEPHONE - S.B.C.
SEWER - C.C.C.S.D.
WATER - E.B.M.U.D.
- UTILITY LOCATIONS SHOWN ARE BASED ON UTILITY COMPANY RECORDS AND ARE APPROXIMATE ONLY.
- BASIS OF ELEVATION: CONTRA COSTA COUNTY BENCHMARK #374
ROUND BOLT HEAD IN CONCRETE MONUMENT AT THE INTERSECTION OF LIVORNA HEIGHTS ROAD AND LIVORNA ROAD, 3' SOUTH OF THE POWER POLE ON THE SOUTH SIDE OF LIVORNA ROAD.
ELEVATION: 357.83
- SETBACKS: SIDE YARD - 40 FEET AGGREGATE
20 FEET MINIMUM
FRONT - 25 FEET
REAR - 15 FEET
AVERAGE WIDTH - 140 FEET
AVERAGE DEPTH - 140 FEET

AVERAGE WIDTH CALCULATION

$$\text{PARCEL "A"} = \frac{\text{AREA}}{\text{DEPTH}} = \frac{40,010}{242} = 165$$

NOTES:

- 1) THERE ARE NO PROPOSED IMPROVEMENTS ON LAVEROCK LANE.
- 2) NO TREES ARE PROPOSED TO BE REMOVED.



MS 07-0015
TENTATIVE MAP

GESTER PROPERTY
1251 LAVEROCK LANE

ALAMO

CONTRA COSTA COUNTY

CALIFORNIA

REVISIONS	DATE



DeBolt Civil Engineering
811 San Ramon Valley Boulevard
Danville, California 94526
Tel: 925/837-3780
Fax: 925/837-4378

Date: 7/14/09
Scale: 1"=30'
By: JED / M
Job No.: 0508

Exhibit 2

Legal Description and Map

July 2, 2013
Job No. 05105

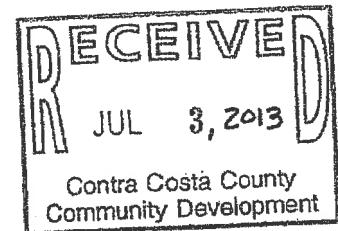


EXHIBIT 'A'

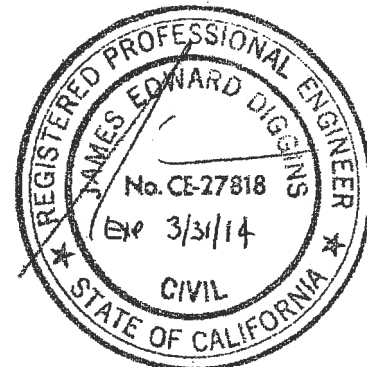
Restricted Development Area

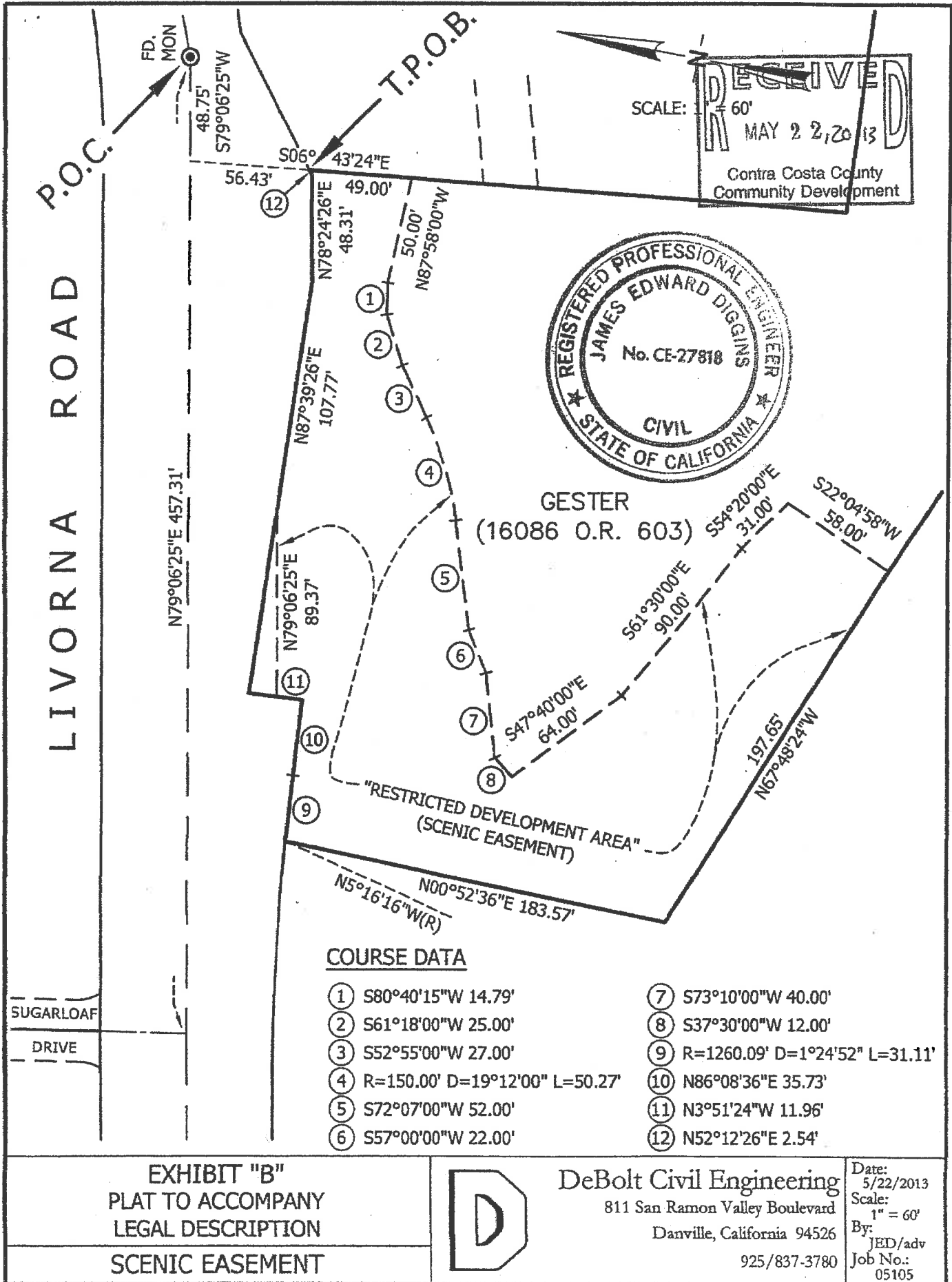
Real property situated in the County of Contra Costa, State of California, further described as follows:

Being a portion of the Rancho San Ramon, further described as follows:

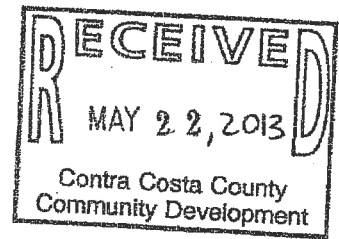
COMMENCING at the street monument in Livorna Road, said monument being North 79°06'25" East, 457.31 feet from the centerline of Sugarloaf Drive as shown on the Map of Subdivision 6468, "Sugarloaf Hill," Recorded in Book 286 of Maps at Page 41, Contra Costa County Records; thence leaving said Point of Commencement along said monument line of Livorna Road, South 79°06'25" West, 48.75 feet; thence leaving said monument line of Livorna Road, South 6°43'24" East, 56.43 feet to the True Point of Beginning of the herein described parcel; thence leaving said True Point of Beginning South 6°43'24" East, 49.00 feet; thence North 87°58'00" West, 50.00 feet; thence South 80°40'15" West, 14.79 feet; thence South 61°18'00" West, 25.00 feet; thence South 52°55'00" West, 27.00 feet; thence along a tangent curve to the right, having a radius of 150.00 feet; through a central angle of 19°12'00" for an arc length of 50.27 feet; thence South 72°07'00" West, 52.00 feet; thence South 57°00'00" West, 22.00 feet; thence South 73°10'00" West, 40.00 feet; thence South 37°30'00" West, 12.00 feet; Thence South 47°40'00" East, 64.00 feet; thence South 61°30'00" East, 90.00 feet; thence South 54°20'00" East, 31.00 feet; thence South 22°04'58" West, 58.00 feet; thence North 67°48'24" West, 197.65 feet; thence North 0°52'36" East, 183.57 feet to a point on the southerly right-of-way line of Livorna Road; thence along said southerly right-of-way line, along a curve to the right, having a radius of 1,260.09 feet, the center of which bears South 5°16'16" East, through a central angle of 1°24'52" for an arc length of 31.11 feet; thence North 86°08'36" East, 35.73 feet; thence North 3°51'24" West, 11.96 feet; thence North 79°06'25" East, 89.37 feet; thence North 87°39'26" East, 107.77 feet; thence North 78°24'26" East, 48.31 feet; thence North 52°12'26" East, 2.54 feet to said True Point of Beginning.

Containing an area of 0.930 acres of land, more or less.





JOB 05105
SCENIC EASEMENT



Select figure: Figure Name: <Null>

Course: S 06-43-24 E	Distance: 49.0000
Course: N 87-58-00 W	Distance: 50.0000
Course: S 80-40-15 W	Distance: 14.7900
Course: S 61-18-00 W	Distance: 25.0000
Course: S 52-55-00 W	Distance: 27.0000
R-IN: N 37-05-00 W	R-OUT: S 17-53-00 E
Arc Length: 50.2655	Radius: 150.0000
Course: S 72-07-00 W	Distance: 52.0000
Course: S 57-00-00 W	Distance: 22.0000
Course: S 73-10-00 W	Distance: 40.0000
Course: S 37-30-00 W	Distance: 12.0000
Course: S 47-40-00 E	Distance: 64.0000
Course: S 61-30-00 E	Distance: 90.0000
Course: S 54-20-00 E	Distance: 31.0000
Course: S 22-04-58 W	Distance: 58.0000
Course: N 67-48-24 W	Distance: 197.6500
Course: N 00-52-36 E	Distance: 183.5700
R-IN: S 05-16-16 E	R-OUT: N 03-51-24 W
Arc Length: 31.1075	Radius: 1260.0900
Course: N 86-08-36 E	Distance: 35.7300
Course: N 03-51-24 W	Distance: 11.9600
Course: N 79-06-25 E	Distance: 89.3700
Course: N 87-39-26 E	Distance: 107.7700
Course: N 78-24-26 E	Distance: 48.3100
Course: N 52-12-26 E	Distance: 2.5400

Perimeter: 1293.0630

Area: 40531.4705

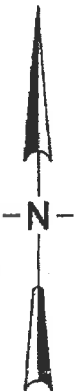
0.9305 acres

Mapcheck Closure - (Uses listed courses & COGO Units)

Error of Closure: 0.00350

Course: N 45-18-56 W

Precision 1: 369386.94



1" = 100'

