

RECORDED AT THE REQUEST OF:

Contra Costa County
Board of Supervisors

AFTER RECORDING, RETURN TO:

Contra Costa County
Public Works Department
Engineering Services Division
Records Section

APN: 367-130-033

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED OF DEVELOPMENT RIGHTS
(Alhambra Valley Estates)

This Grant Deed of Development Rights is made by and between the Grantor, TAYLOR MORRISON OF CALIFORNIA, LLC, a California Limited Liability Company, and its successors and assigns ("Grantor") and the Grantee, CONTRA COSTA COUNTY, a political subdivision of the State of California, and its successors and assigns ("County").

RECITALS

- A. On October 26, 2004, the Contra Costa County Planning Commission conditionally approved an application by the Grantor (SD02-08634) to subdivide an approximately 15.02-acre site located at the northwest corner of the intersection of Alhambra Valley Road and Reliez Valley Road in Alhambra Valley on Arroyo del Hambre Creek, in an unincorporated area near Martinez, in the County of Contra Costa, State of California, into twenty-three single-family residential lots. The subdivision is commonly known as Alhambra Valley Estates.
- B. The approval of SD02-08634 was contingent upon approval of related applications by the Grantor for a rezoning. On December 14, 2004, the Contra Costa County Board of Supervisors approved the Grantor's rezoning application (RZ02-03112).
- C. Condition of Approval #103 of SD02-08634 requires the Grantor to relinquish development rights for the portion of the subdivision within the structure setback area of Arroyo del Hambre Creek, an unimproved earth channel.
- D. Under County Ordinance Code section 914-14.014, no permanent structures other than drainage structures may be constructed within any structure setback area of an unimproved earth channel located in a subdivision. County Ordinance Code section 914-14.012 requires the development rights within a structure setback area of an unimproved earth channel to be dedicated to the County.

- E. The area described in Exhibit A is the structure setback area of Arroyo del Hambre Creek located in SD02-08634, and is referred to herein as the Restricted Property. Exhibit A is attached hereto and incorporated herein by this reference.
- F. Grantor desires to dedicate the development rights within the Restricted Property to the County, and desires to evidence its intent and ensure 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, Grantor hereby grants to the County, and its successors and assigns, on the terms and conditions set forth below, all the Development Rights within, on, and over the Restricted Property.

1. Recitals. The recitals are intended to be and shall be part of this Grant Deed of Development Rights.

2. Development Rights. "Development Rights" are defined to mean and refer to the right to approve or disapprove of any proposed construction, development or improvement within the Restricted Property.

3. Negative Easement. This Grant Deed of Development Rights is in the form of a negative easement, which shall run with the Restricted Property and shall bind the current Grantor and any future owners of all or any portion of the Restricted Property. This Grant Deed of Development Rights is an agreement in writing affecting the title or possession of the Restricted Property.

4. Development Restrictions. Grantor shall not divide, develop, or install or construct improvements on, any portion of the Restricted Property, except as provided in County Ordinance Code section 914-14.014. With the exception of permits associated with the construction of drainage structures, Grantor agrees that no building permits or other permits shall be issued for the purpose of developing or constructing improvements on any part of the Restricted Property. Grantor hereby waives and relinquishes any rights it might otherwise have to these permits.

5. Covenants Running With Land. This Grant Deed of Development Rights, including all covenants, obligations, and conditions herein, runs with the land and shall inure to the benefit of and be binding on the heirs, successors and assigns of the parties hereto and all other parties having or acquiring any right, title or interest in any part of the Restricted Property.

6. Remedies. If Grantor violates any of the provisions hereof, the 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, the County shall be entitled to an award of all expenses incurred by the County in pursuing such violation(s), including costs, interest, attorney's fees and other litigation expenses.

IN WITNESS WHEREOF, this Grant Deed of Development Rights is signed and executed
this _____ day of _____, 2015.

GRANTEE

GRANTOR

CONTRA COSTA COUNTY

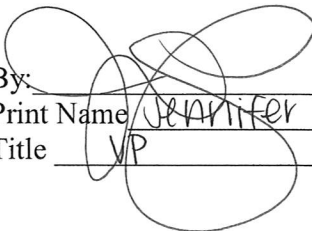
TAYLOR MORRISON OF CALIFORNIA,
LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY

Chair, Board of Supervisors

By: Pierrrette Turner
Print Name PIERRETTE TURNER
Title VP

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

By: _____
Deputy

By: 
Print Name Jennifer Besmer
Title VP

Approved as to Form:

Sharon L. Anderson
County Counsel

By: 
Deputy County Counsel

[Note: All signatures of Grantor must be notarized. Two officers
must sign on behalf of a corporation. The first must be the
chairman of the board, president, or any vice president; the
second must be the secretary, assistant secretary, chief
financial officer or any assistant treasurer. (See Corp. Code,
§ 313.)]

Attachment:

Exhibit A: Legal Description

EXHIBIT 'A'

RESTRICTED DEVELOPMENT AREA

THAT REAL PROPERTY SITUATED IN THE UNINCORPORATED PORTION OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF THE RANCHO EL PINOLE RESUBDIVISION OF A PORTION OF PARCEL C OF SUBDIVISION M.S. 246-78 RECORDED OCTOBER 1, 1979 IN BOOK 81 OF PARCEL MAPS, PAGES 31 AND 32, CONTRA COSTA COUNTY, CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL C AND PROCEEDING ALONG THE WESTERLY LINE OF SAID PARCEL C THE FOLLOWING COURSES: NORTH $06^{\circ}34'40''$ WEST, 64.17 FEET; NORTH $76^{\circ}36'40''$ WEST, 32.70 FEET; NORTH $49^{\circ}44'40''$ WEST, 68.49 FEET; NORTH $54^{\circ}10'20''$ EAST, 57.20 FEET; NORTH $20^{\circ}44'20''$ EAST, 23.80 FEET; NORTH $21^{\circ}43'40''$ WEST, 83.69 FEET; NORTH $23^{\circ}58'20''$ EAST, 70.19 FEET; NORTH $81^{\circ}18'20''$ EAST, 90.02 FEET; NORTH $53^{\circ}51'20''$ EAST, 115.79 FEET; NORTH $39^{\circ}15'20''$ EAST, 109.99 FEET; NORTH $29^{\circ}44'39''$ WEST, 12.17 FEET TO THE NORTH LINE OF SAID PARCEL C;

THENCE SOUTH $88^{\circ}27'40''$ EAST, 79.50 FEET ALONG SAID NORTH LINE TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE LEAVING SAID NORTH LINE AND PROCEEDING ALONG SAID NON-TANGENT CURVE THE CENTER OF WHICH BEARS NORTH $48^{\circ}46'20''$ EAST, HAVING A RADIUS OF 38.29 FEET, THROUGH A CENTRAL ANGLE OF $77^{\circ}22'14''$ AND AN ARC DISTANCE OF 51.71 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIAL BEARING OF NORTH $49^{\circ}14'24''$ WEST, HAVING A RADIUS OF 403.54 FEET, THROUGH A CENTRAL ANGLE OF $07^{\circ}59'54''$ AND AN ARC DISTANCE OF 56.33 FEET; THENCE SOUTH $48^{\circ}04'44''$ WEST, 31.27 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIAL BEARING OF NORTH $45^{\circ}53'16''$ WEST, HAVING A RADIUS OF 283.24 FEET, THROUGH A CENTRAL ANGLE OF $25^{\circ}28'47''$ AND AN ARC DISTANCE OF 125.96 FEET; THENCE SOUTH $65^{\circ}14'37''$ WEST, 1.89 FEET; THENCE SOUTH $46^{\circ}22'41''$ WEST, 61.03 FEET; THENCE SOUTH $87^{\circ}59'51''$ WEST, 35.06 FEET, THENCE SOUTH $81^{\circ}52'00''$ WEST, 19.99 FEET; THENCE SOUTH $53^{\circ}27'02''$ WEST, 11.95 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIAL BEARING OF NORTH $49^{\circ}07'23''$ WEST, HAVING A RADIUS OF 32.55 FEET, THROUGH A CENTRAL ANGLE OF $40^{\circ}01'04''$ AND AN ARC DISTANCE OF 22.73 FEET; THENCE SOUTH $00^{\circ}51'33''$ WEST, 25.83 FEET; THENCE SOUTH $16^{\circ}58'43''$ EAST, 42.84 FEET; THENCE SOUTH $16^{\circ}00'01''$ WEST, 35.42 FEET; THENCE ALONG A NON-TANGENT

CURVE TO THE LEFT HAVING RADIAL BEARING OF NORTH $74^{\circ} 21' 06''$ EAST, HAVING A RADIUS OF 96.83 FEET, THROUGH A CENTRAL ANGLE OF $07^{\circ} 06' 35''$ AND AN ARC DISTANCE OF 12.02 FEET; THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 180.84 FEET, THOUGH A CENTRAL ANGLE OF $03^{\circ} 31' 35''$ AND AN ARC DISTANCE OF 11.13 FEET; THENCE SOUTH $33^{\circ} 16' 55''$ EAST, 16.85 FEET; THENCE SOUTH $29^{\circ} 28' 46''$ EAST, 32.59 FEET; THENCE SOUTH $08^{\circ} 27' 02''$ EAST, 108.07 FEET TO THE SOUTHERLY LINE OF SAID PARCEL C; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL NORTH $57^{\circ} 07' 47''$ WEST, 64.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.99 ARCES, MORE OR LESS.

BEARINGS AND DISTANCES ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM NAD 27 ZONE III. TO GET GROUND DISTANCES MULTIPLY DISTANCES SHOWN BY 1.0000883.

A PORTION OF APN 367-130-033.



Mark E. Woods 01-09-2015
MARK E. WOODS DATED
R.C.E. 29851 EXP. 03/31/2015

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 Alameda }

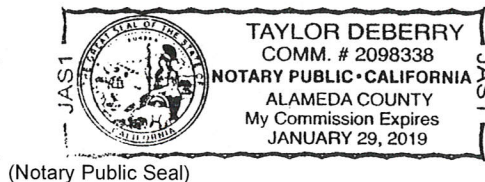
On April 1, 2015 before me, Taylor DeBerry, Notary Public,
(Here insert name and title of the officer)

personally appeared Pierrette Tierney and Jennifer Besmer,
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.

Taylor DeBerry
Notary Public Signature



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- 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 with a staple.