

RECORDED AT THE REQUEST OF, AND
AFTER RECORDING, RETURN TO:

Contra Costa County
Public Works Department
Engineering Services Division
Records Section
255 Glacier Drive
Martinez, CA 94553

APN: 198-100-003

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED OF DEVELOPMENT RIGHTS
(Creek Structure Setback Area)

This Grant Deed of Development Rights is made by and between the Grantor, The Presbytery of San Francisco, a California corporation, 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 March 16, 2015, the Contra Costa County Zoning Administrator conditionally approved an application by Cynthia Erb & Associates, LLC ("Subdivider"), (MS14-0004) to subdivide an approximately 5.7-acre site located at 512 Hemme Avenue in an unincorporated area in Alamo, in the County of Contra Costa, State of California, into three residential lots with a remainder.
- B. Under a November 12, 2013, Purchase and Sale Agreement between the Grantor and the Subdivider, the Grantor has agreed to sell the subdivision property to the Subdivider.
- C. Under County Ordinance Code sections 914-14.012, subdivision (a), and 914-14.014, no permanent structures other than drainage structures may be constructed within, under or over any structure setback area of an unimproved earth channel located in a subdivision. County Ordinance Code section 914-14.012, subdivision (a), requires development rights for the portion of a lot within a structure setback area of an unimproved earth channel to be offered for dedication to the County.
- D. A tributary of San Ramon Creek traversed the northern portion of the subdivision. The tributary, an unimproved earth channel, will be referred to as the "Creek."
- E. In accordance with County Ordinance Code section 914-14.012, subdivision (a), Condition of Approval #64 of MS14-0004 requires development rights for the portion of the subdivision within the structure setback area of the Creek to be conveyed to the County by grant deed.

- F. The area described and depicted in Exhibit A (the “Property”) is the structure setback area described in the above-referenced condition of approval. Exhibit A is attached hereto and incorporated herein by this reference.
- G. Grantor 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 Property.

- 1. **Recitals.** The recitals are intended to be and shall be part of this Grant Deed.
- 2. **Development Rights.** “Development Rights” are defined to mean and refer to the right to construct permanent structures on all or any portion of the Property.
- 3. **Negative Easement.** This Grant Deed of Development Rights is in the form of a negative easement, which shall run with the Property and shall bind the current Grantor and any future owners of all or any portion of the Property. This Grant Deed is an agreement in writing affecting the title or possession of the Property.
- 4. **Development Restrictions.** Except for drainage structures and except as provided below, Grantor shall not construct permanent structures on any portion of the Property, and Grantor agrees that no building permits or other permits shall issue for the purpose of constructing permanent structures on any portion of the Property. Grantor hereby waives and relinquishes any rights it might otherwise have to such permits.
 - 4.1 **Plans and Specifications; County Approval.** Any and all permanent structures proposed for the Property will be performed as directed by County. Grantor 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 Property, to any city, in accordance with the applicable city standards. Grantor agrees to commence and complete the work within the time specified by County.
 - 4.2 **Development of Property.** Subject to Grantor first obtaining all necessary permits and approvals from the County, and if improvement plans approved by County so allow, and if the improvements are recommended in a soils and geotechnical report that is prepared by a licensed professional and submitted to the Building Inspection Division, Grantor may construct improvements to

the portion of the foundation of the building existing on the Property as of the date of execution of this Grant Deed, solely for the purpose of maintaining the existing footprint of the building.

5. **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 and County, all of the Property and all other parties having or acquiring any right, title or interest in any part of the 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 is signed and executed this _____ day of _____, 2015.

GRANTEE

GRANTOR

CONTRA COSTA COUNTY

THE PRESBYTERY OF SAN FRANCISCO

Chair, Board of Supervisors

By: James F. Beuer
Print Name JAMES F. BEUER
Title TREASURER

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

By: Vincent Mole
Print Name VINCENT MOLE
Title Vice-Moderator

By: _____
Deputy

Approved as to Form:

[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.)]

Sharon L. Anderson
County Counsel
By: [Signature]
Deputy County Counsel

Attachment:
Exhibit A: Legal Description

June 30, 2015

EXHIBIT "A"

All that certain real property lying within the Unincorporated Area of the County of Contra Costa County, State of California being a portion of Parcels 1, 2, and 3 described in the Grant Deed to the Presbytery of San Francisco recorded as document number 92-85012 on April 8, 1992, described as follows:

Commencing at the most westerly corner of said Parcel 1; thence along the northwesterly line of said Parcel 1, N59°01'30"E 168.14' to the **POINT OF BEGINNING**;

- 1) thence continuing along said northwesterly line N 59°01'30" E, a distance of 96.72';
- 2) thence leaving said northerly line S 10°30'21" E, a distance of 106.72';
- 3) thence S 22°43'17" W, a distance of 152.19';
- 4) thence S 36°45'56" W, a distance of 54.60';
- 5) thence S 03°16'01" E, a distance of 83.25';
- 6) thence S 17°29'35" W, a distance of 97.05';
- 7) thence S 34°58'06" W, a distance of 106.45' to the easterly line of the Parcel conveyed to the East Bay Regional Park District in the Grant Deed recorded November 17, 1995 in Series # 95-199963;
- 8) thence running along said line N 48°52'28" W, a distance of 69.97'
- 9) thence N 26°11'48" E, a distance of 104.21'
- 10) thence N 05°32'45" W, a distance of 153.38';
- 11) thence leaving said easterly line N 47°01'40" E, a distance of 81.78';
- 12) thence N 18°59'52" E, a distance of 136.33';
- 13) thence N 17°52'37" W, a distance of 26.64' to the **POINT OF BEGINNING**.

Containing 49,768 square feet more or less.

A plat map of the above described description is attached hereto and made a part hereof.

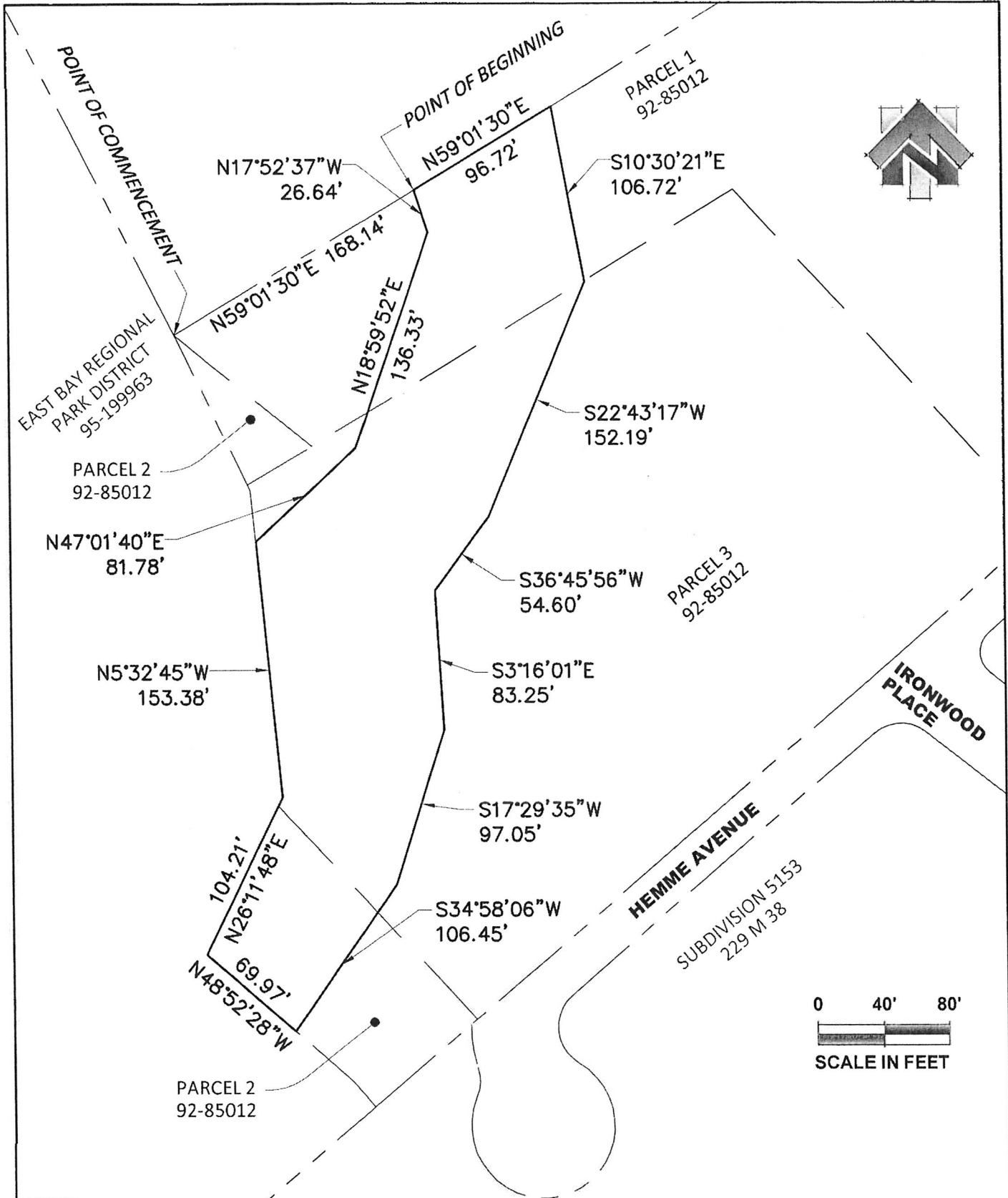
This legal description and the accompanying plat were prepared under my direction in conformance with the California Professional Land Surveyor's Act.



Mike Shoup, PLS
Date: 7/13/15



End of Description



NOTE:

1. ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF

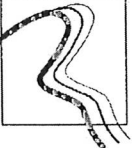
LEGEND:

- PROPERTY LINE
- LOT LINE
- CREEK STRUCTURE SETBACK LINE

R.E.Y. ENGINEERS, INC.

Civil Engineers | Land Surveyors | LiDAR

707 NORTH SHORELINE BOULEVARD
MOUNTAIN VIEW, CA 94043
Phone: (408) 219-3236



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 }

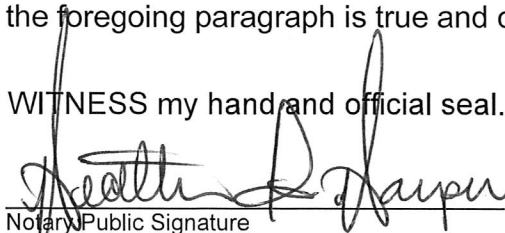
County of Alameda }

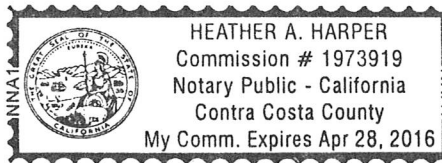
On August 3, 2015 before me, Heather A. Harper, Notary Public
(Here insert name and title of the officer)

personally appeared James F. Bever,
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 Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant Deed of Development
(Title or description of attached document)

Rights (APN: 198-100-003)
(Title or description of attached document continued)

Number of Pages 6 Document Date August 3, 2015

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
Treasurer
(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.

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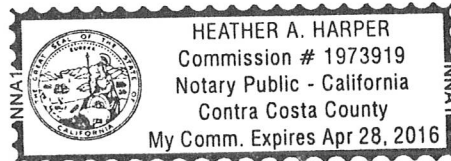
personally appeared Vincent Mok,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

Heather A. Harper
Notary Public Signature

(Notary Public Seal)



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Grant Deed of Development

(Title or description of attached document)

Rights (APN: 198-100-003)

(Title or description of attached document continued)

Number of Pages 7 Document Date August

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Individual (s)

Corporate Officer

Vice Moderator
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____