

**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: 193-252-027

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 Grantors, Kimberli R. Edmondson and Clifford Edmondson, 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 September 15, 2014, the Contra Costa County Zoning Administrator conditionally approved an application (MS13-0006) to subdivide an approximately 1.16-acre site located at 2342 Stone Valley Road in an unincorporated area in Alamo, in the County of Contra Costa, State of California, into two single-family residential lots.
- B. The subdivision property referenced in Recital A is owned by the Grantors.
- 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 the 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. Stone Valley Creek, a tributary of San Ramon Creek, traverses the northern portion of the subdivision. Stone Valley Creek, an unimproved earth channel, will be referred to as the “Creek.”
- E. In accordance with County Ordinance Code section 914-4.012, subdivision (a), Condition of Approval #46 of MS13-0006 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 in Exhibit A and depicted in Exhibit B (the “Property”) is the structure setback area described in the above-referenced condition of approval. Exhibits A and B are attached hereto and incorporated herein by this reference.
- G. Grantors desire to evidence their 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, Grantors hereby grant 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 Grantors 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, Grantors shall not construct permanent structures on any portion of the Property, and Grantors agree that except for permits for construction of drainage structures, no building permits or other permits shall be issued for the purpose of constructing permanent structures on any portion of the Property. Grantors hereby waive and relinquish any rights they might otherwise have to such permits.
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 Grantors 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 Grantors violate 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 _____, 2016.

GRANTEE

GRANTORS


CONTRA COSTA COUNTY

KIMBERLI R. EDMONDSON AND
CLIFFORD EDMONDSON

By: _____
Chair, Board of Supervisors


Kimberli R. Edmondson

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

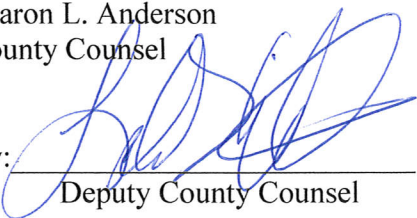

Clifford Edmondson

By: _____
Deputy

[Note: All signatures of Grantors must be notarized.]

Approved as to form:

Sharon L. Anderson
County Counsel

By: 
Deputy County Counsel

Attachments:

- Exhibit A: Legal Description
- Exhibit B: Plat to Accompany Legal Description

May 20, 2015
Job No. 13117

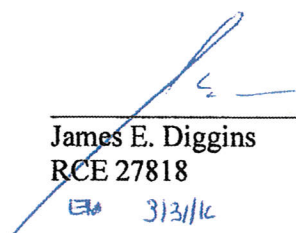
EXHIBIT 'A'
RESTRICTED DEVELOPMENT AREA
(CREEK STRUCTURE SETBACK)

All that certain real property situated in the County of Contra Costa, State of California,
described as follows:

Being a portion of Lot 3 of "Squier Acres- Unit 1" recorded in Book 46 of Maps at Page 36,
Contra Costa County Records, further described as follows:

Beginning at the Northwest corner of said Lot 3 of "Squier Acres- Unit 1"; thence leaving said Point of Beginning along the line common with Lot 2, as shown on said Map, South 16°00'15" West, 60.75 feet; thence leaving said common line, South 68°00'00" East, 5.03 feet; thence North 23°30'00" East, 36.00 feet; Thence South 66°00'00" East, 25.00 feet; Thence South 23°00'00" West, 11.00 feet; Thence South 08°07'40" West, 11.46 feet; Thence South 65°45'00" East, 22.00 feet; Thence South 24°15'00" West, 14.50 feet; Thence South 56°45'00" East 16.00 feet; Thence North 24°15'00" East 7.00 feet; Thence South 65°45'00" East, 16.50 feet; Thence South 24°15'00" West, 10.80 feet; Thence South 53°00'00" East, 20.25 feet; Thence North 03°00'00" West, 6.50 feet; Thence North 63°00'00" East, 11.00 feet; Thence South 65°00'00" East, 11.50 feet; Thence South 03°45'00" West, 15.00 feet; Thence South 33°45'00" West, 4.70 feet; Thence South 53°00'00" East 16.00 feet; Thence South 47°45'00" East, 20.89 feet, to a point on the line common to Lots 3 and 4 as shown on said map of "Squier Acres- Unit 1"; thence along last said common line, North 26°43'13" East 64.05 feet to the Northeast corner of said Lot 3; thence leaving said northeast corner of Lot 3, and said common line, along the northerly line of said Lot 3, North 52°51'46" West, 83.00 feet, and North 63°51'46" West 93.00 feet to said Point of Beginning.

Containing 8,540 square feet of land, more or less.

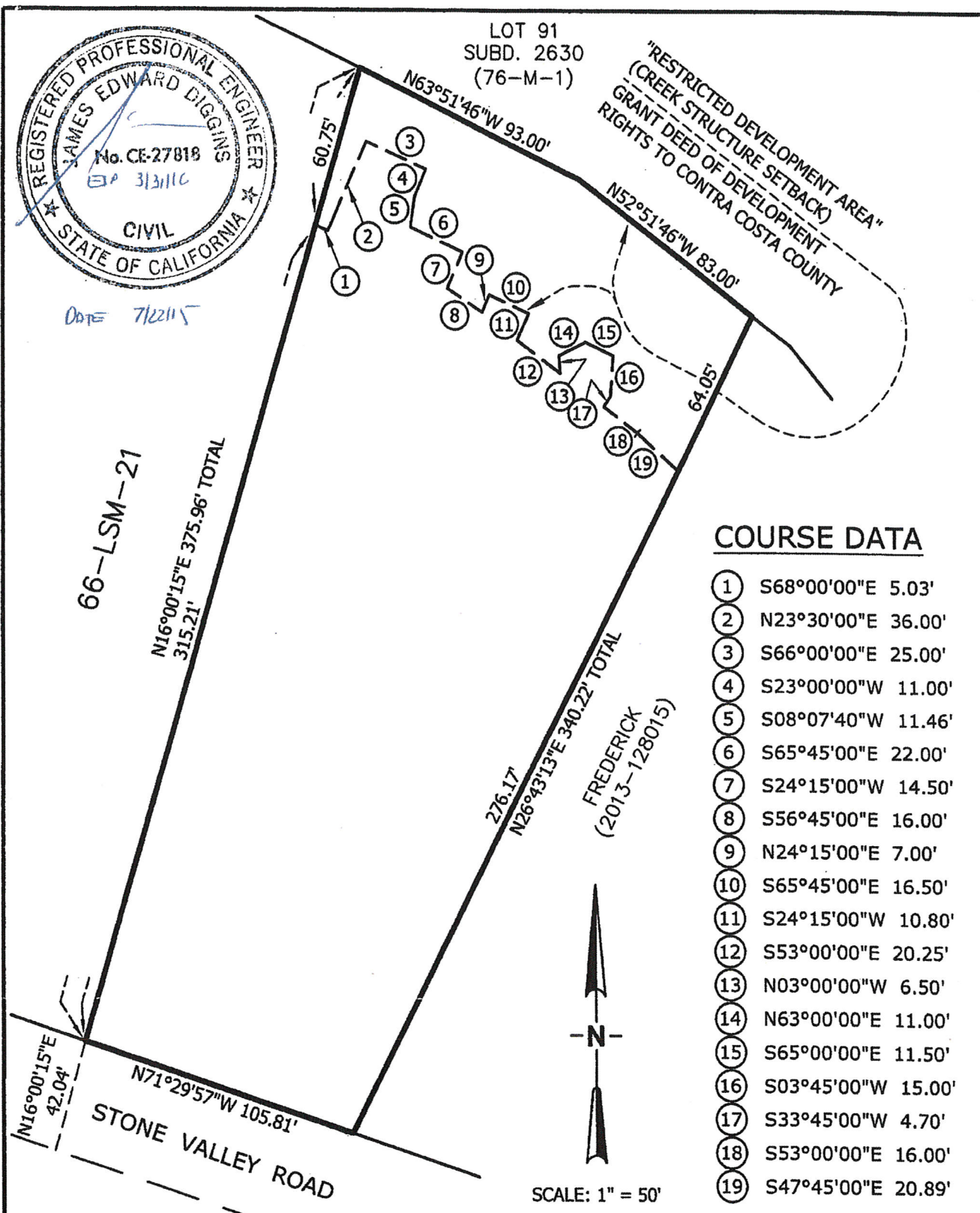

James E. Diggins
RCE 27818

7/22/15
Date



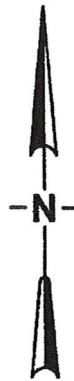


DATE 7/22/15



COURSE DATA

- ① S68°00'00"E 5.03'
- ② N23°30'00"E 36.00'
- ③ S66°00'00"E 25.00'
- ④ S23°00'00"W 11.00'
- ⑤ S08°07'40"W 11.46'
- ⑥ S65°45'00"E 22.00'
- ⑦ S24°15'00"W 14.50'
- ⑧ S56°45'00"E 16.00'
- ⑨ N24°15'00"E 7.00'
- ⑩ S65°45'00"E 16.50'
- ⑪ S24°15'00"W 10.80'
- ⑫ S53°00'00"E 20.25'
- ⑬ N03°00'00"W 6.50'
- ⑭ N63°00'00"E 11.00'
- ⑮ S65°00'00"E 11.50'
- ⑯ S03°45'00"W 15.00'
- ⑰ S33°45'00"W 4.70'
- ⑱ S53°00'00"E 16.00'
- ⑲ S47°45'00"E 20.89'



SCALE: 1" = 50'

EXHIBIT "B"
PLAT TO ACCOMPANY
LEGAL DESCRIPTION

RESTRICTED DEVELOPMENT AREA



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

Date: 5/20/2015
 Scale: 1" = 50'
 By: JED/adv
 Job No.: 13117

CALIFORNIA ALL PURPOSE 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 Contra Costa

On Jan 21st 2016 before me,

M.M. Osorio Notary Public,
(here insert name and title of the officer)

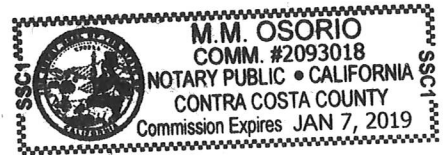
personally appeared Kimberli R. Edmondson

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 [Handwritten Signature]



(This area for official notarial seal)

Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant Deed of Development Rights

Document Date:

Number of Pages: (Not including this page)

Signer(s) Other Than Named Above:

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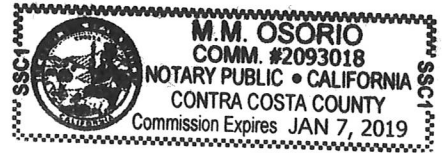
personally appeared Clifford Edmondson

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.

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