

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: 180-131-001

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, MMA Homes 2013 LLC, 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 10, 2015, the Contra Costa County Planning Commission conditionally approved an application by Branagh Development, Inc. ("Subdivider"), to subdivide an approximately 38,768 square foot parcel located at 1202 Mountain View Boulevard in an unincorporated area in Walnut Creek, in the County of Contra Costa, State of California, into three residential lots with a remainder. The subdivision will be referred to as Minor Subdivision (MS) 14-0006.
- B. The subdivision property referenced in Recital A is owned by the Grantor.
- B. 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.
- C. An unimproved earth channel that drains to Sans Crainte Creek traverses the southeast corner of the subdivision. The unimproved earth channel will be referred to as the "Creek."
- D. In accordance with County Ordinance Code section 914-14.012, subdivision (a) ("Section 914-14.012(a)"), Condition of Approval #39 (COA 39) of MS14-0006 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. The structure

setback area of unimproved earth channels is defined by Section 914-14.012, subdivisions (b) and (c), of the County Ordinance Code.

- E. COA 39 provides that, if approved by the Zoning Administrator, the structure setback area may be reduced to a minimum of 10 feet from the top of the Creek bank, based on studies showing that the Creek bank will be stable and non-erosive with the anticipated Creek flows.
- F. On September 1, 2016, Subdivider applied for an exception to allow reduction of the structure setback area under Section 92-6.002 of the County Ordinance Code. On October 10, 2016, the Zoning Administrator made the required findings and approved the exception.
- G. The area described and depicted in Exhibit A (the "Property") is the reduced structure setback area referenced in the above-referenced condition of approval. Exhibit A is attached hereto and incorporated herein by this reference.
- H. 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, 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 such permanent structures on any portion of the Property. Grantor hereby waives and relinquishes any rights it 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 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 _____, 2016.

GRANTEE

GRANTOR

CONTRA COSTA COUNTY

MMA HOMES 2013 LLC

Chair, Board of Supervisors

By: Branagh Development, Inc., Manager,
MMA Homes 2013 LLC

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

By: Michael T. Branagh
Michael T. Branagh
Secretary/Treasurer

By: _____
Deputy

[Note: All Property Owner signatures must be notarized. If Property Owner is a limited liability company, Property Owner must sign in accordance with one of the following, as applicable: (1) Two managers must sign, or, if the articles of organization indicate that the limited liability company is managed by only one manager, one manager must sign (Corp. Code, § 17703.01, subd. (d)); or (2) subject to the articles of organization, two officers must sign, the first being the chairperson of the board, president or any vice president and the second being any secretary, any assistant secretary, the chief financial officer or any assistant treasurer. (Corp. Code, § 17704.07, subd. (w).)]

Approved as to Form:

Sharon L. Anderson
County Counsel

By: [Signature]
Deputy County Counsel

Attachments:

Exhibit A: Legal Description

Exhibit B: Plat

Acknowledgment

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EXHIBIT 'A'

THE LAND REFERRED TO IS SITUATE IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED MARCH 31 2014, AS DOCUMENT NO. 2014-0047862, CONTRA COSTA COUNTY OFFICIAL RECORDS, BEING ALSO A PORTION OF LOT 17 OF "RN BURGESS COMPANY'S MAP NO. 1, NORRIS ADDITION TO WALNUT HEIGHTS", RECORDED JULY 22, 1912 IN BOOK 7 OF MAPS, AT PAGE 174, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 17 (7 M 174);

THENCE FROM SAID POINT OF COMMENCEMENT NORTH 58°27'04" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 17, 9.44 FEET TO THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING LEAVING SAID NORTHEASTERLY LINE OF SAID LOT 17 SOUTH 68°26'56" WEST, 28.31 FEET;

THENCE NORTH 60°57'56" WEST, 26.46 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THE CENTER OF WHICH BEARS NORTH 29°02'04" EAST, THROUGH A CENTRAL ANGLE OF 17°17'24", AN ARC DISTANCE OF 6.04 FEET;

THENCE NORTH 43°40'32" WEST, 41.54 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THE CENTER OF WHICH BEARS NORTH 46°19'28" EAST, THROUGH A CENTRAL ANGLE OF 28°14'20", AN ARC DISTANCE OF 9.86 FEET;

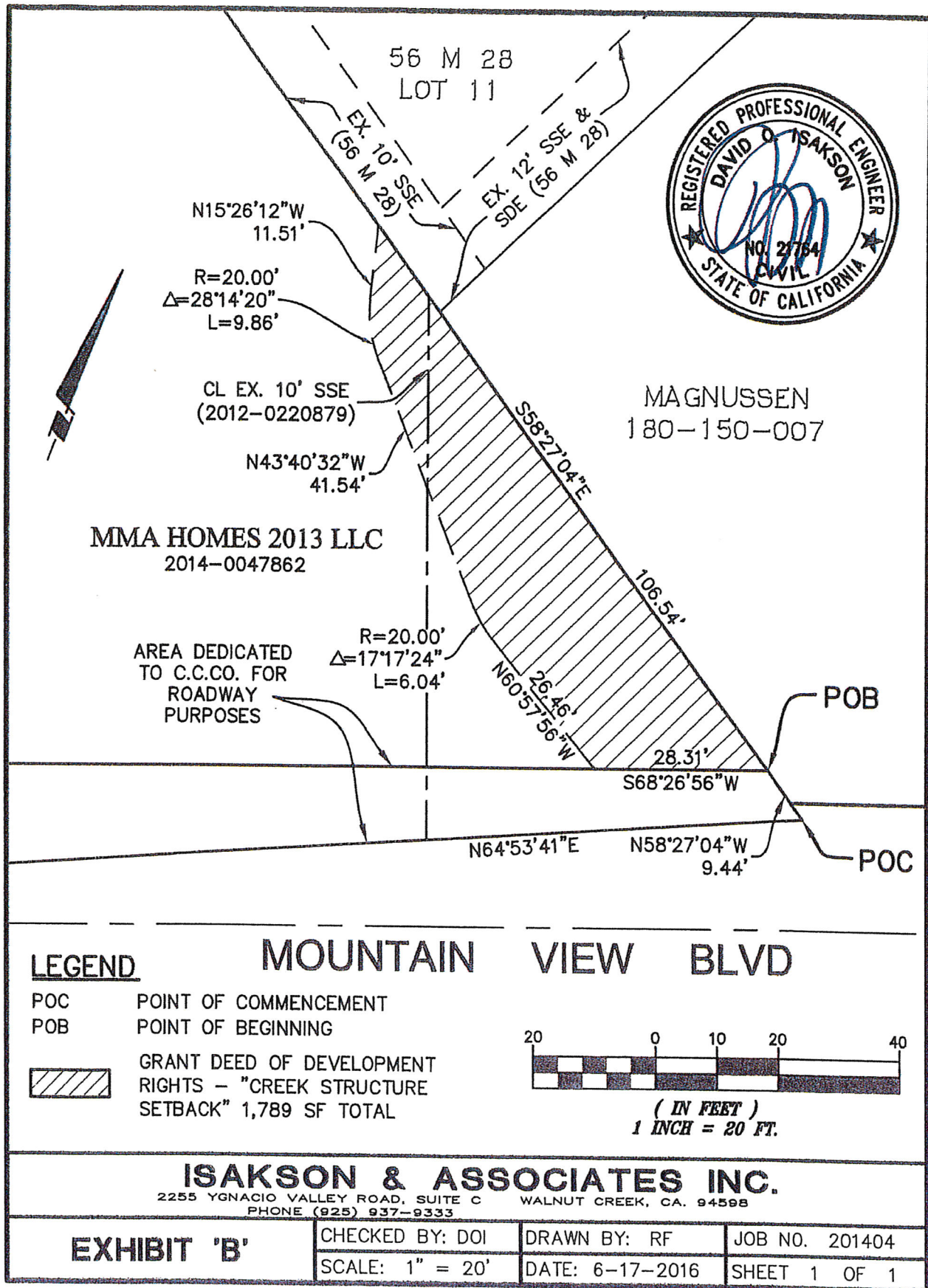
THENCE NORTH 15°26'12" WEST, 11.51 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 17;

THENCE SOUTH 58°27'04" EAST ALONG SAID NORTHEASTERLY LINE, 106.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,789 SQ. FT., MORE OR LESS



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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 11/22/16, before me, Marla Welchko,

Notary Public, personally appeared Michael T. Braneagh

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.

Marla Welchko
Signature of Notary Public



(SEAL)