

EXHIBIT A
GRANT DEED OF DEVELOPMENT RIGHTS

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: 187-330-013

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED OF DEVELOPMENT RIGHTS

This Grant Deed of Development Rights is made by and between the Grantor, Dennis C. Blodgett, Trustee of The Peter Ostrosky Trust, and his 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 SEPTEMBER 10, 2018, the Contra Costa County Zoning Administrator conditionally approved an application for a lot line adjustment involving two contiguous parcels in the unincorporated Alamo area of Contra Costa County, California. The lot line adjustment would result in the transfer of a portion of Parcel B of Minor Subdivision (MS) 44-89 ("Parcel B") to Parcel A of Minor Subdivision (MS) 54-84 ("Parcel A"), and the transfer of portion of Parcel A to Parcel B.

B. The portion of Parcel A to be transferred to Parcel B is described in Exhibit A, attached hereto and incorporated herein by this reference, and is hereafter referred to as the "Property."

C. The Property is located within a scenic view area observable from Interstate 680, which has been designated a scenic route in Contra Costa County.

D. In the course of consideration of the lot line adjustment application, the Zoning Administrator determined the Property could potentially be developed, and for this reason, an unconditional transfer of the Property from Parcel A to Parcel B would result in a parcel that did not conform Contra Costa County General Plan 2005-2020 Policy 5-49, which states that "scenic views observable from scenic routes shall be conserved, enhanced and protected to the extent possible."

E. Based on this determination, the Zoning Administrator conditioned the approval of the lot line adjustment on Grantor's conveyance of development rights on the Property to the County by a grant deed of development rights.

F. Grantor is the owner of Parcel A.

G. Grantor desires to evidence his 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, Grantor hereby grants to County, and its successors and assigns, on the terms and conditions set forth below, all of 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 divide, develop, or install or construct improvements on, all or any portion of the Property.
3. **Negative Easement.** This Grant Deed is in the form of a negative easement, which shall run with the Property and shall bind the Grantor 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.
4. **Development Restrictions.** Except as provided herein, Grantor shall not divide, develop, or install or construct improvements on, any portion of the Property, and Grantor agrees that no building permits or other permits or entitlements shall be issued for such purposes. Grantor hereby waives and relinquishes any rights he might otherwise have to such permits or entitlements.
 - 4.1 **Plans and Specifications; County Approval.** Any and all improvements 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, Grantor may perform grading and related activity on the Property that is necessary to maintain or replace the concrete-lined V-ditch currently existing on the Property.
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, County, and

all of the Property and all other parties having or acquiring any right, title, or interest in any part of the Property described herein.

6. 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 is signed and executed this 10TH day of SEPTEMBER, 2018.

GRANTEE

GRANTOR

CONTRA COSTA COUNTY

DENNIS C. BLODGETT, TRUSTEE OF
THE PETER OSTROSKY TRUST

By: _____
Chair, Board of Supervisors

Dennis C. Blodgett, Trustee

[Note: Grantor's signature must be notarized.]

Attest: David J. 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 A: Legal Description

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EXHIBIT A

The following described property in the unincorporated area of Contra Costa County, State of California, described as follows:

A portion of Parcel A as shown on that certain Parcel Map "M.S. 54-84", filed April 6, 1986, Book 122, Parcel Maps, Page 8, Contra Costa County Records.

BEGINNING at the most northeastern corner of said Parcel A, said corner is common with the most northwestern corner of Parcel B as shown on that certain Parcel Map "M.S. 44-89", filed November 8, 1990, Book 149, Parcel Maps, Page 30, Contra Costa County Records, thence running southwesterly along the eastern line of said Parcel A, also being the western line of above said Parcel B, South 7°58'15" West, 92.14 feet to the TRUE POINT OF BEGINNING of this description; thence continuing along said eastern line of said Parcel A South 7°28'15" West, 126.72 feet, to the most southeasterly corner of above said Parcel A, also being the most southwesterly corner of above said Parcel B; thence northwesterly along the southern line of said Parcel A, North 78°32'59" West, 43.22 feet; thence leaving said southern line of said Parcel A, North 7°58'15" East, 13.99 feet; thence North 29°21'51" East, 118.26 feet, to the TRUE POINT OF BEGINNING.

Contains 3,035 ± sf

A.P.N.: 187-330-013-9 (portion)



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)

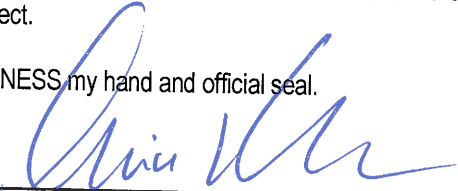
On September 10, 2018, before me, Alice Konstantino

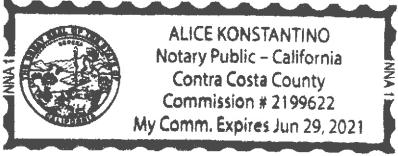
Notary Public, personally appeared Dennis C. Blodgett

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



(SEAL)