

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: 177-140-055

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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, Camino Diablo Storage 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 July 3, 2017, the Contra Costa County Zoning Administrator conditionally approved an application for a development plan permit (DP16-3025) to construct a self-storage facility and customer service building on real property located at 2870 Camino Diablo in an unincorporated area of Contra Costa County, near Walnut Creek, California (the “Project”). The County Zoning Administrator also approved a May 2017 Mitigation Monitoring Program for the Project under the California Environmental Quality Act.

B. Condition of Approval (COA) #31 of DP16-3025 requires the designation of a restricted development easement over a portion of the real property described in Recital A; specifically, the portion designated in the Contra Costa County General Plan 2005-2020 as Single-Family Residential – Low Density. This area is described in Exhibit A and depicted in Exhibit B and hereafter referred to as the “Property.” Exhibits A and B are attached hereto and incorporated herein by this reference.

C. COA #31 sets forth specific requirements applicable to this Grant Deed, including a description of authorized development activity on the Property and a reference to mitigation measures contained in the approved May 2017 Mitigation Monitoring Program, a copy of which is attached hereto as Exhibit C and incorporated herein by this reference.

Grantor desires to evidence its 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 it 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, including the review and approval of the County Zoning Administrator of any tree removal, and if improvement plans approved by County so allow, Grantor may perform grading and related activity on the Property to:

4.2.1 Complete any slope repair or mitigations necessary to satisfy Mitigation Measures GEO-1, GEO-2, and GEO-3, as particularly described in Exhibit C; and

4.2.2 Construct a debris bench, concrete-lined V-ditch, retaining wall(s) not exceeding 3 feet in height, and necessary appurtenances, upslope of the proposed self-storage facility, for drainage and slope stability purposes.

5. **Maintenance.** Grantor is responsible for all maintenance of the Property.

6. **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.

7. **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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

GRANTEE

GRANTOR


CONTRA COSTA COUNTY

CAMINO DIABLO STORAGE LLC

By: \_\_\_\_\_  
Chair, Board of Supervisors

By: Winfield Development LLC  
Manager

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

By:   
Michael Branagh  
Manager

By: \_\_\_\_\_  
Deputy

[Note: All signatures of Grantor must be notarized. Limited liability companies 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:   
Deputy County Counsel

SEE ATTACHED  
CALIFORNIA  
ACKNOWLEDGEMENT

Attachments:

Exhibits A and B: Legal Description and Plat

Exhibit C: May 2017 Mitigation Monitoring Program

# 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

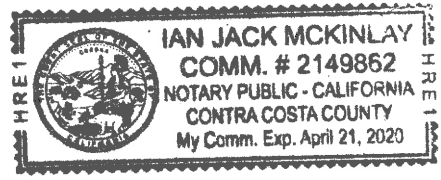
On 31<sup>ST</sup> August 2018 before me, IAN JACK MCKINLAY, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared MICHAEL BEANASH  
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 Ian McKinlay



(Seal)