

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553

APN 169-150-007

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**GRANT DEED OF DEVELOPMENT RIGHTS
(Lafayette Oaks – Scenic Easement)**

This Grant Deed of Development Rights is made by and between the Grantor, MATTHEW LAWRENCE LOCATI in his individual capacity and as trustee of the Matthew Lawrence Locati Revocable Trust, dated July 13, 1999, The Matthew Lawrence Locati Revocable Trust, the Matthew Lawrence Locati Revocable Living Trust, and the Matthew Lawrence Locati Revocable Living Trust, as Amended and Restated, 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 May 7, 2018, the Contra Costa County Zoning Administrator conditionally approved an application by Grantor to subdivide an approximately 10.68-acre site located at the southeast corner of the intersection of Pleasant Hill Road and Shulgin Road in an unincorporated area near Lafayette, in the County of Contra Costa, State of California, into ten single-family residential lots. The subdivision, County File SD16-9442, is commonly known as the Lafayette Oaks subdivision.
- B. Condition of Approval #8 of SD16-9442 requires the Grantor to relinquish development rights for a portion of the subdivision within a scenic easement area. The portion of SD16-9442 described in Exhibit A is the scenic easement area located in the subdivision, and is referred to herein as the Restricted Property.
- C. Grantor desires to evidence its intent, and to 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 County, and its successors and assigns, on the terms and conditions set forth below, all the Development Rights within, on, and over the Restricted 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 Restricted Property.
3. **Negative Easement.** This Grant Deed is in the form of a negative easement, which shall run with the Restricted Property and shall bind the current Grantor and any future owners of all or any portion of the Restricted Property. This Grant Deed is an agreement in writing affecting the title or possession of the Restricted Property.

4. **Development Restrictions.** Except as provided herein, Grantor shall not divide, develop, or install or construct improvements on, all or any portion of the Restricted 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 on the Restricted Property will be performed as directed by County or its successor public agency. 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 the County.

4.2 **Development of Property.** Development of the Restricted Property may occur only in the following manner, subject to Grantor first obtaining all necessary permits and approvals from County:

4.2.1 Grading and related activity is permitted for access, to complete any slope stabilization or mitigations necessary to satisfy Mitigation Measures GEO-1 and GEO-2, to construct the necessary drainage devices for compliance with Division 914 of the County Ordinance Code and Section C.3 of the Municipal Regional Permit as shown on the approved vesting tentative map, and for necessary appurtenances such as retaining walls for future building, drainage, and slope stability purposes.

4.2.2 Grantor is responsible for maintenance of the Restricted Property.

4.2.3 Any tree removal within the Restricted Property shall be subject to review and approval by the County.

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 and all other parties having acquired any right, title, or interest in any part of the Restricted Property.

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.

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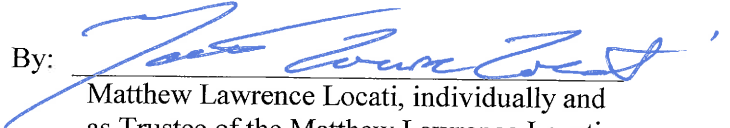
IN WITNESS THEREOF, this Grant Deed of Development Rights is signed and executed this 3rd day of October, 2019.

GRANTEE

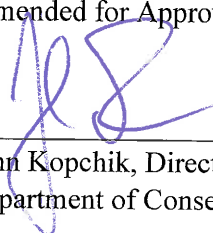
GRANTOR

CONTRA COSTA COUNTY

By: _____
Chair, Board of Supervisors

By: 
Matthew Lawrence Locati, individually and as Trustee of the Matthew Lawrence Locati Revocable Trust, dated July 13, 1999, The Matthew Lawrence Locati Revocable Trust, the Matthew Lawrence Locati Revocable Living Trust, and the Matthew Lawrence Locati Revocable Living Trust, as Amended and Restated

Recommended for Approval:

By: 
John Kopchik, Director
Department of Conservation and Development

[Note: All signatures of Grantor must be notarized. Two officers must sign on behalf of a corporation. The first must be the chairperson 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.)]

Attest:

David J. Twa
Clerk of the Board and County Administrator

By: _____
Deputy

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

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)

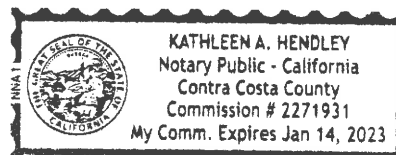
County of Contra Costa)

On 10-3-2019 before me, KATHLEEN A. HENDLEY, NOTARY PUBLIC,
(Here insert name and title of the officer)
personally appeared

Matthew Lawrence Locati

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.

Kathleen A. Hendley
Signature of Notary Public (Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

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

(Title or description of attached document continued)

Number of Pages 3 Document Date 10/3/19

INSTRUCTIONS

- 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.
- Securely attach this document to the signed document with a staple.