

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation & Development
Community Development Division
30 Muir Road
Martinez, CA 94553

APNs 020-200-027 and 020-200-039

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**GRANT DEED OF DEVELOPMENT RIGHTS
(de Fremery Property)**

This Grant Deed of Development Rights is made by and between the Grantor, JAMES AND BARBARA DE FREMERY, 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 August 7, 2017, the Contra Costa County Zoning Administrator conditionally approved an application by Grantors to subdivide an approximately 31.41-acre site in an unincorporated area of Knightsen, County of Contra Costa, State of California, into three parcels, Parcel-A, Parcel-B, and Parcel-C. Parcel-A, Parcel-B, and Parcel-C are shown on the Tentative Map for Minor Subdivision MS11-0001, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference.
- B. Condition of Approval No. 10 for MS11-0001 requires the development rights to Parcel-A, Parcel-B, and Parcel-C to be conveyed by grant deed to the County. Parcel-A, Parcel-B, and Parcel-C, described and depicted in Exhibit 2 attached hereto and incorporated herein by this reference, will hereafter be collectively referred to as the "Property."
- C. Grantors desire to evidence their 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, Grantors hereby grant to 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 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 current 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 as provided herein, Grantors shall not divide, develop, or install or construct improvements on all or any portion of the Property, and Grantor agrees that no building permits or other permits shall be issued for the purpose of constructing improvements on any part of the Property. Grantors hereby waive and relinquish any rights they might otherwise have to such permits.

4.1 **Plans and Specifications; County Approval.** Any and all improvements on the Property will be performed as approved by County or its successor public agency. Grantors 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. Grantors agree to commence and complete the work within the time specified by the County.

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

4.2.1 Upon submittal of an application for a residential building permit on Parcel-A, Parcel-B, or Parcel-C, a one-acre home site envelope shall be designated for each parcel, subject to approval by the Contra Costa County Department of Conservation & Development Director. The home site envelope in each parcel shall be located within a development envelope identified for the parcel. The development envelope in each parcel spans the full length of the Hidden Ranch Road frontage and is comprised of an area not more than 25 percent of the parcel's net acreage. Both the home site envelope and development envelope in each parcel shall abut, but not encroach beyond, the northern edge of the Hidden Ranch Road right-of-way. The approximate location and boundary of the development envelope identified for each parcel is depicted in Exhibit 2 attached hereto.

4.2.2 Subject to Paragraph 4.2.1, within each home site envelope for Parcel-A, Parcel-B, and Parcel-C, one residence and appurtenances, such as sheds, swimming pools, pool houses, garages, tennis courts, basketball courts, etc., may be constructed. Wires, lines, pipes, cables, or other facilities providing electrical, gas, water, sewer, communications, energy generation, or other utility services solely to serve the improvements permitted may be installed, maintained, repaired, removed, relocated, and replaced. An accessory dwelling unit meeting the requirements of County Ordinance Code Chapter 82-24 may also be constructed within the designated home site envelope. A driveway may be located outside of the home site envelope, provided that it is located entirely within the identified development envelope. Driveways shall be of a design, size, and path of travel which limit the amount of disturbed area, but that also provide a reasonable amount of area needed to safely and efficiently access site improvements and areas of activity.

4.2.3 Subject to Paragraph 4.2.1, the remainder of the development envelope may be developed with buildings and structures related to agricultural uses as well as leach fields and wells. Buildings and structures related to agricultural uses are those used solely for agricultural production on the property, including barns, equipment sheds, and one farmworker housing structure housing up to 6 farmworkers. "Farmworker" is defined as an individual, the majority of whose income is cumulatively derived from agricultural activities. The existing well and water pump located in Parcel-A is exempt from this requirement and need not be relocated.

4.2.4 The remaining 75 percent of each parcel not included in the development envelope shall be reserved exclusively for agriculture. Leach fields and wells may be developed in this area only if it is demonstrated that they cannot be established within the development envelope.

5. **Improvements.** For purposes of this Grant Deed, the term "improvements" shall not refer to, and specifically excludes, crops, plants, trees, vines, or other living organisms planted for agricultural purposes, nor shall it refer to irrigation equipment necessary or desirable to irrigate the Property for agricultural purposes.

5.1 **Fences.** Fences measuring seven feet or less in height may be constructed, repaired, or replaced without permission of the Grantee. New fences may be built anywhere on the Property for purposes of reasonable and customary agricultural management, and for security of farm produce, livestock, equipment, and improvements on the Property, without permission of the Grantee.

6. **Covenants Running With Land.** This Grant Deed, including all covenants, obligations, and conditions herein, runs with the land and shall inure to the benefit of and be binding on the heirs, successors, and assigns of the Grantors and County and all other parties having or acquiring any right, title, or interest in any part of the Property.

7. **Remedies.** Should Grantors 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 _____ day of _____, 2019.

GRANTEE

GRANTORS

CONTRA COSTA COUNTY

JAMES AND BARBARA DE FREMERY

By: _____
Chair, Board of Supervisors

By: James de Fremery
James de Fremery
Owner

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

By: _____
Deputy

By: Barbara M. de Fremery
Barbara de Fremery
Owner

Approved as to Form:

Sharon L. Anderson
County Counsel

By: [Signature]
Deputy County Counsel

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

- Attachments: Exhibit 1: MS11-0001 Tentative Map
- Exhibit 2: Legal Description and Maps
 - Exhibit A: Legal Description
 - Exhibit B-1: Plat of Parcel-A to Accompany Legal Description
 - Exhibit B-2: Plat of Parcel-B to Accompany Legal Description
 - Exhibit B-3: Plat of Parcel-C to Accompany Legal Description

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 August 20, 2019 before me, Jamie Gerow
(insert name and title of the officer)

personally appeared James de Fremery III, Barbara de Fremery,
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 

(Seal)

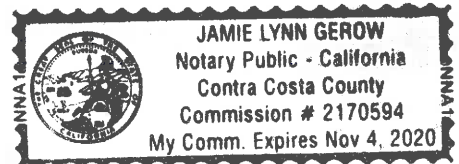


Exhibit 1

MS11-0001 Tentative Map

VESTING TENTATIVE PARCEL MAP

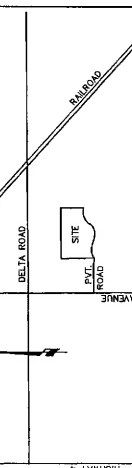
OF
**PARCEL "C", 68 PM 29
 AND PARCEL "A", 173 PM 19**
4750 SELLERS AVENUE
KNIGHTSEN, CALIFORNIA
 FOR
JAMES AND BARBARA DE FREMERY
 BY
RONALD GREENWELL AND ASSOCIATES, INC.
 ANTOCH, CALIFORNIA
 SCALE: 1" = 80'
 CONTOUR INTERVAL = 2 FOOT
 FEBRUARY, 2011

QUINER:
 JAMES AND BARBARA DE FREMERY
 4750 SELLERS AVENUE, KNIGHTSEN, CA.
 (709) 482-6585
 ANTOCH, CA 94509
 (925) 778-0626
 APN: 020-200-027 & 020-200-029

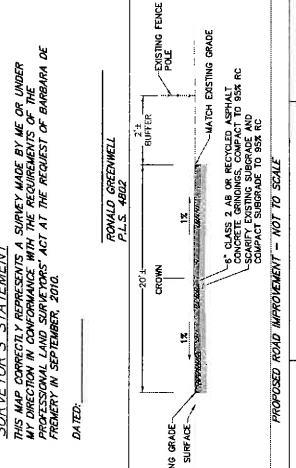
SUBDIVIDER:
 RONALD GREENWELL & ASSOC.
 10 SOUTH LAKE DRIVE, SUITE 1
 ANTOCH, CA 94509
 (925) 778-0626
 APN: 020-200-027 & 020-200-029

UTILITY NOTES:
 WATER: INDIVIDUAL WELLS LOCATED ON AND SERVING EACH PARCEL.
 ELECTRICAL: EXISTING POLE SERVICE.
 SEWER: INDIVIDUAL PRIVATE SEPTIC SYSTEM FOR EACH PARCEL.
 GAS: PROPOSED ON-SITE PROPANE TANKS.

ZONING: "A2"
 1. PROPOSED NEW IMPERVIOUS AREA: 7632 SQ. FT.
 2. PARCEL A - LOT DEPTH = 944.23', AVERAGE WIDTH = 485.24'
 3. PARCEL B - LOT DEPTH = 944.23', AVERAGE WIDTH = 485.24'
 4. PARCEL C - LOT DEPTH = 917.72', AVERAGE WIDTH = 432.66'

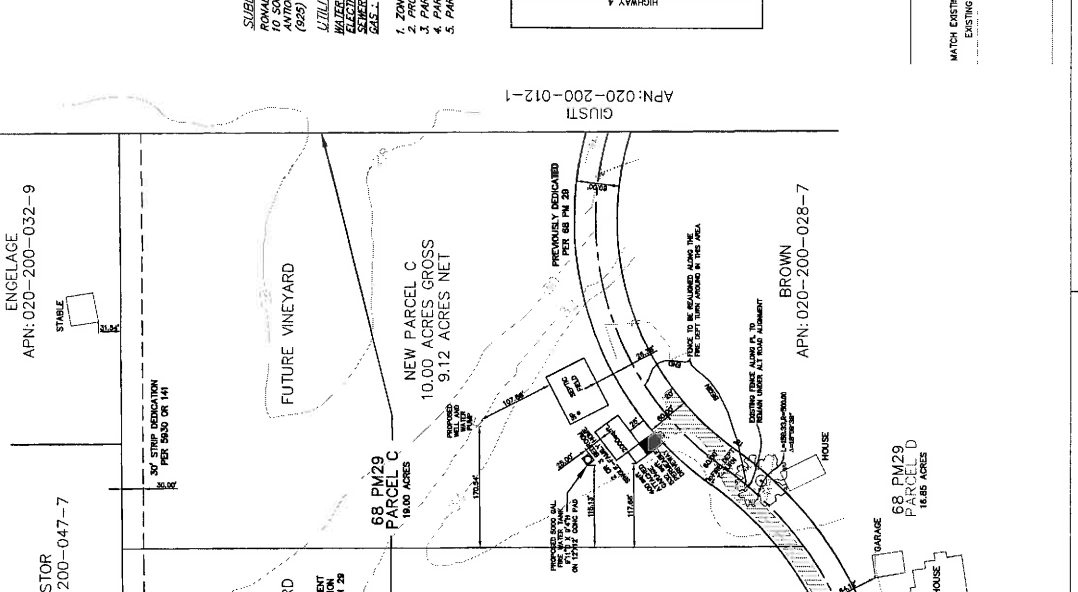


SURVEYOR'S STATEMENT
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF BARBARA DE FREMERY IN SEPTEMBER, 2010.
 DATED: _____



REVISIONS:
 3/11/14 ALT ROAD ALIGNMENTS & TURN AROUNDS MOVED ROAD TO GO AROUND THE 36" DIRT TREE LOCATED AT TURN AROUND
 4/28/14 ADDED FENCES AT TURN AROUND

SHEET NO.
 1 OF 1

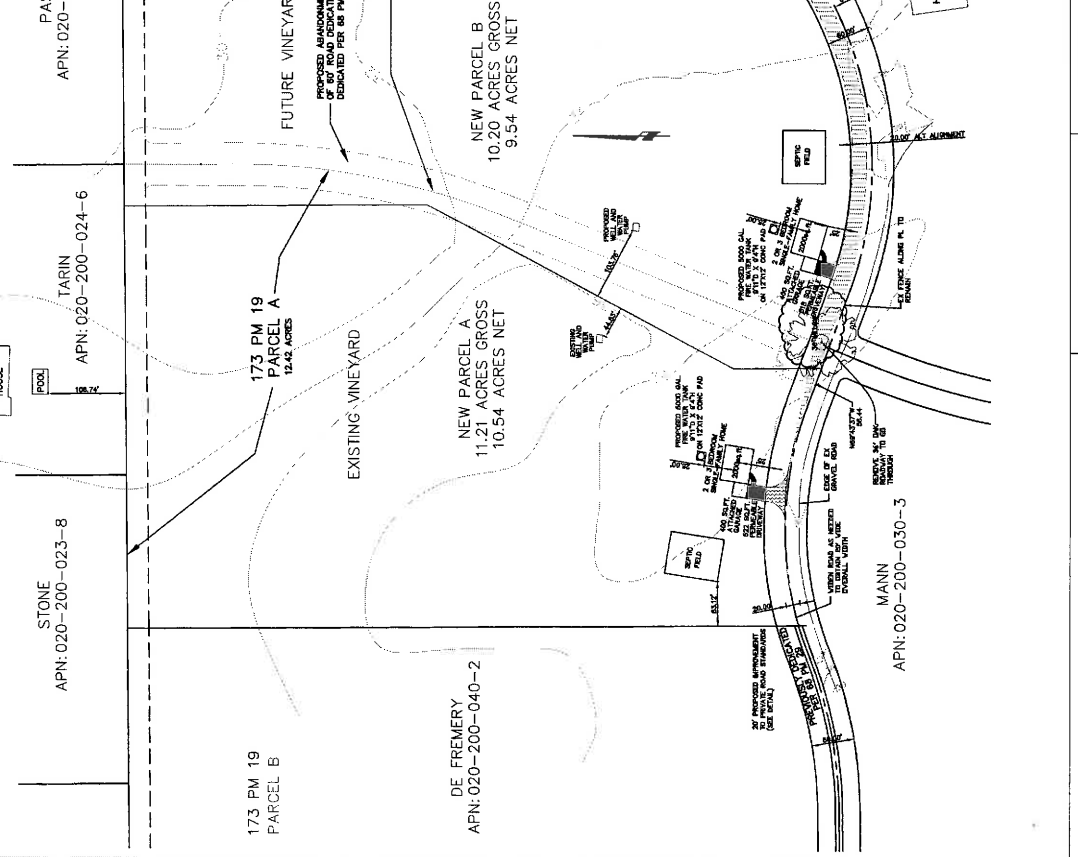


LANDS OF DE FREMERY
4750 SELLERS AVE
KNIGHTSEN
 CONTRA COSTA COUNTY, CALIFORNIA

LEGEND
 PROPOSED NEW PROPERTY LINES
 AREA PREVIOUSLY OFFERED FOR ROAD DESIGNATION
 2' CONTOURS

SCALE: 1" = 80'
 GRAPHIC SCALE
 80' 40' 0' 80' 160'

M.O. 1835.00



RONALD GREENWELL & ASSOCIATES, INC.
 LAND DEVELOPMENT - SURVEYING - G.P.S.

10 SOUTH LAKE DRIVE, SUITE 1
 ANTOCH, CALIFORNIA 94509
 TEL (925) 778-0626
 FAX (925) 778-7160

Exhibit 2

Legal Description and Maps

**LEGAL DESCRIPTION
EXHIBIT A**

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

PARCEL-A

A portion of that property described within that certain Parcel Map entitled Parcel "A" of subdivision MS 164-90 filed January 2, 1978 in Book 173 of Parcel Maps at Page 19, Contra Costa County Recorder records further described as follows:

Beginning at the northwest corner of said Parcel "A" per said map (173 PM 19); thence from said Point of Beginning along the North line of said Parcel "A" North 89°33'15" East, 594.60 feet; thence leaving said North line South 0°26'00" East, 425.16 feet; thence South 27°58'21" West, 220.46 feet to a point; thence along a line westerly that is parallel to the said northerly line South 89°33'15" West, 489.72 feet, thence North 0°26'00" West, 619.06 feet to the True Point of Beginning.

Containing an area of 357,925 Sq. Ft. (8.22 Acres, more or less).

PARCEL-B

A portion of that property described within that certain Parcel Map entitled Parcel "A" of subdivision MS 164-90 filed January 2, 1978 in Book 173 of Parcel Maps at Page 19, Contra Costa County Recorder and that certain Parcel Map entitled Parcel "C" of subdivision MS 133-77 filed August 3, 1978 in Book 68 of Parcel Maps at Page 29, Contra Costa County Recorder records, further described as follows:

Commencing at the northwest corner of said Parcel "A" per said map (173 PM 19); thence from said Point of Commencement along the North line of said Parcel "A" North 89°33'15" East, 594.60 feet to the True Point of Beginning and the northwest corner of the New Parcel "B"; thence along the North line of said Parcel "A" of said map (173 PM 19) and Parcel "C" of said map (68 PM 29) North 89°33'15" East, 348.41 feet; thence leaving said North line South 0°26'00" East, 805.09 feet to a point on a line parallel with said North line; thence along said line South 89°33'15" West, 553.90 feet; thence North 27°58'21" East, 431.98 feet; thence North 0°26'00" West, 425.16 feet, to the True Point of Beginning.

Containing an area of 319,538 Sq. Ft. (7.34 Acres, more or less.)

PARCEL-C

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

A portion of that property described within that certain Parcel Map entitled Parcel "C" of subdivision MS 133-77 filed August 3, 1978 in Book 68 of Parcel Maps at Page 29, Contra Costa County Recorder records, further described as follows:

Commencing at the northwest corner of said Parcel "A" per said map filed January 22, 1998 in Book 173 of Parcel Maps at Page 19, Contra Costa County Recorder records; thence from said Point of Commencement along the North line of said Parcel "A" and said Parcel "C" per said map (68 PM 29) North 89°33'15" East, 943.01 feet to the True Point of Beginning; thence from said Point of Beginning North 89°33'15" East, 584.39 feet to the northeast corner of Parcel "C" of said map (68 PM 29); thence along the East line of said Parcel "C" per map (68 PM 29) South 0°27'16" East, 532.43 feet; thence westerly parallel with the most northerly line South 89°33'15" West, 584.58 feet; thence North 0°26'00" West, 532.43 feet to the True Point of Beginning.

Containing an area of 311,199 Sq. Ft. (7.14 acres, more or less.)



Charles N. Capp

8-14-19

STONE
APN: 020-200-023-8

TARIN
APN: 020-200-024-6

S89°33'15"W 594.60'(T)

S89°33'15"W
348.41'

NORTHWESTERLY
CORNER OF PARCEL A
(173PM19) P.O.B.

PARCEL-A

A PORTION OF PARCEL A
(173 PM 19)
8.22 ACRES

PARCEL B
173 PM 19
DE FREMERY
APN: 020-200-040-2

619.06'
S0°26'00"E 911.09'(T)

S0°26'00"E 425.16'(T)

292.05'

489.72'
N89°33'15"E

DEVELOPMENT ENVELOPE
25% OF PARCEL-A

220.46'
S27°58'21"W 486.40'(T)
265.94'



SCALE 1" = 140'

PREVIOUSLY
DEDICATED
PER 68 PM 29

R=530.00'
 $\Delta=035^{\circ}18'35''$
L=326.62' S0°26'00"E
91.28'

HIDDEN RANCH ROAD
(PLANNED)

MANN
APN: 020-200-030-3

S69°43'37"E
45.10'

117.53'
S69°43'37"E

R=470.00'
 $\Delta=056^{\circ}00'38''$
L=459.46'

ALL LINE WORK SHOWN IS RECORD PER
SUBD MS 133-77 (68 PM 29) AND
SUBD MS 164-90 (173 PM 19)

 **Bellecci & Associates, inc.**

Civil Engineering • Land Surveying

2290 Diamond Boulevard, Suite 100 Concord, CA 94520
Phone (925) 685-4569 Fax (925) 685-4838

DATE: 04/11/2019

SCALE: 1" = 140'

PROJECT NO.: 16025

SHEET 1 OF 1

EXHIBIT B-1
Plat of Parcel-A to
Accompany Legal Description

16025_PLAT EXHIBIT.DWG

STONE
APN: 020-200-023-8

TARIN
APN: 020-200-024-6

PASTOR
APN: 020-200-047-7
S89°33'15"W
348.41'

NORTHWESTERLY
CORNER OF PARCEL A
(173PM19) P.O.C.

Point on the North
Line of Parcel A of
(173PM19) P.O.B.

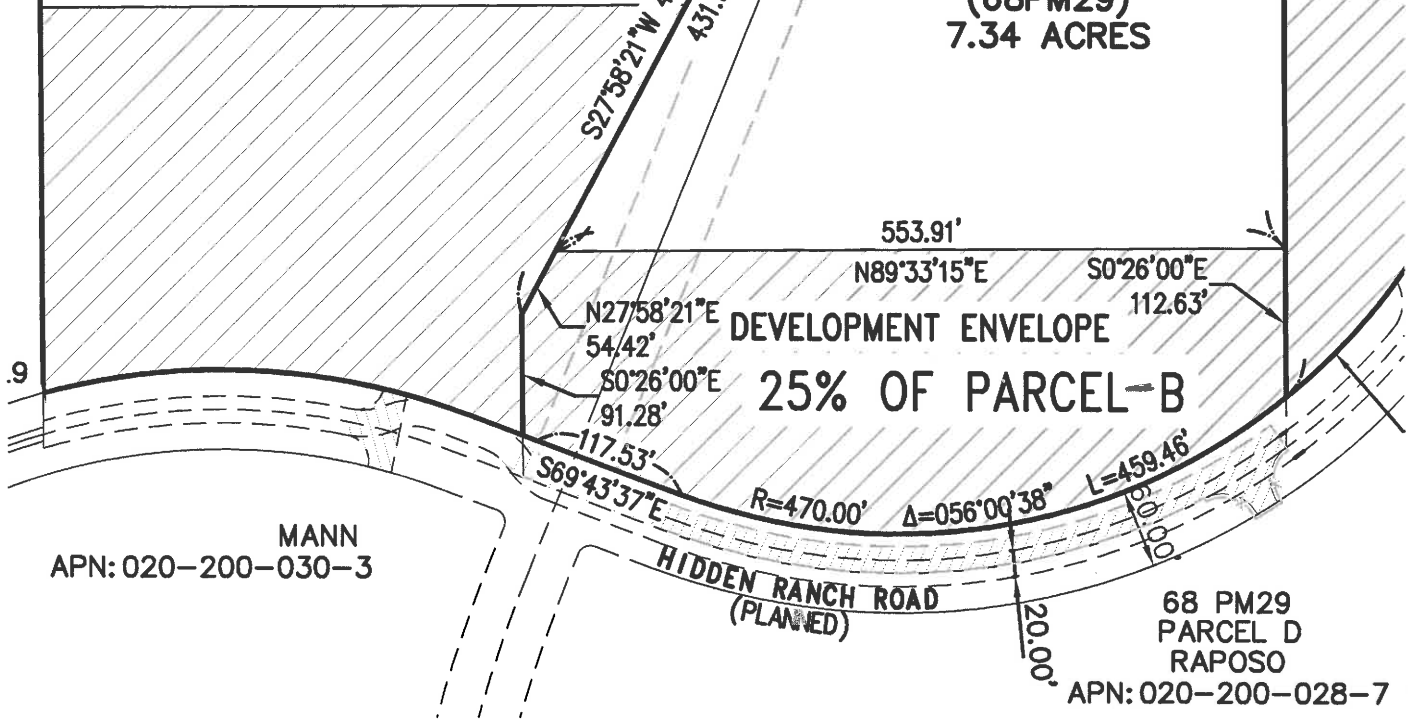
PORTION OF
PARCEL A (173 PM 19)

PARCEL-B

A PORTION OF
PARCEL A
(173 PM 19)
AND PARCEL C
(68PM29)
7.34 ACRES



SCALE 1" = 140'



MANN
APN: 020-200-030-3

68 PM29
PARCEL D
RAPOSO
APN: 020-200-028-7

16025_PLAT_EXHIBIT.DWG

 **Bellecci & Associates, inc.**

Civil Engineering • Land Surveying

2290 Diamond Boulevard, Suite 100 Concord, CA 94520
Phone (925) 685-4569 Fax (925) 685-4838

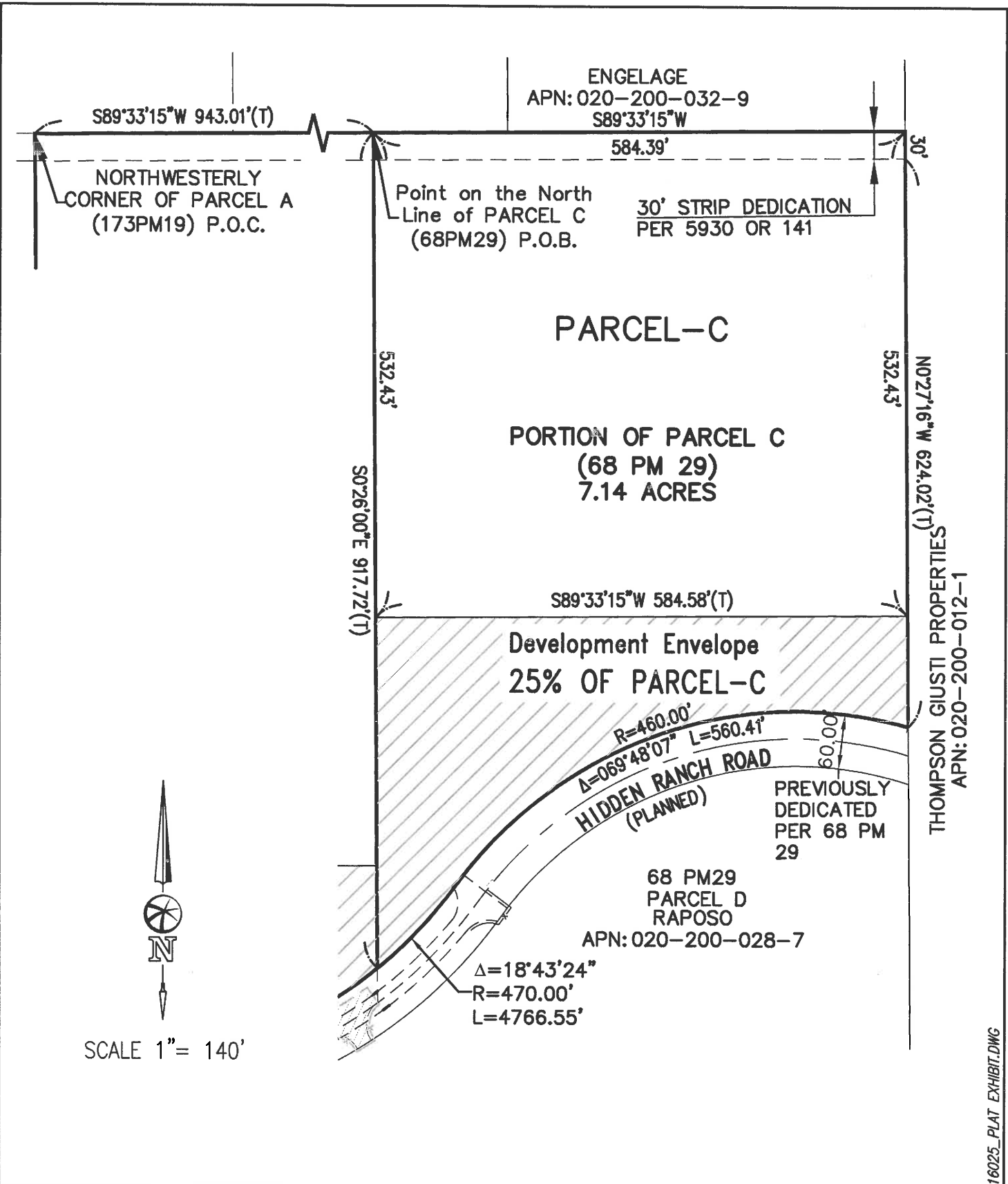
DATE: 04/11/2019

SCALE: 1" = 140'

PROJECT NO.:

SHEET 1 OF 1

EXHIBIT B-2
Plat of Parcel-B to
Accompany Legal Description



 **Bellecci & Associates, inc.**

Civil Engineering • Land Surveying

2290 Diamond Boulevard, Suite 100 Concord, CA 94520
Phone (925) 685-4569 Fax (925) 685-4838

DATE: 04/11/2019

SCALE: 1" = 140'

PROJECT NO.: 16025

SHEET 1 OF 1

EXHIBIT B-3
Plat of Parcel-C to
Accompany Legal Description