

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Contra Costa County
Public Works Department
Engineering Services Division
Records Section
255 Glacier Drive
Martinez, CA 94553

APN: 182-150-044

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, Montair Associates, 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 July 21, 2008, the Contra Costa County Zoning Administrator conditionally approved an application for a minor subdivision (MS06-0008) to subdivide an approximately 1.08-acre parcel located at 55 Amigo Lane in the unincorporated Walnut Creek area of Contra Costa County, California, into two single-family residential parcels, designated as Parcel A and Parcel B.

B. Condition of Approval # 35 of MS06-0008 requires the applicant to relinquish development rights over a portion of the southern rear portion of Parcel B to ensure that the area remains undeveloped until adequate drainage facilities are constructed.

C. The real property described in Recital B is described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by this reference, and is hereafter referred to as the "Property."

D. Grantor is the owner of the Property.

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 land 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 construct drainage facilities on the Property that County determines are adequate to collect and convey additional runoff that may be generated by development. Any and all drainage facilities constructed on the Property must conform to applicable drainage area plans.
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 _____ day of _____, 2020.

GRANTEE

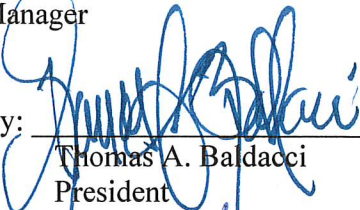
GRANTOR

CONTRA COSTA COUNTY

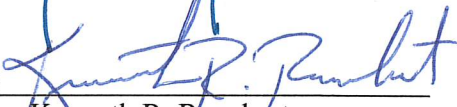
MONTAIR ASSOCIATES, LLC

By: _____
Chair, Board of Supervisors

By: St. Thomas Construction Inc.
Manager

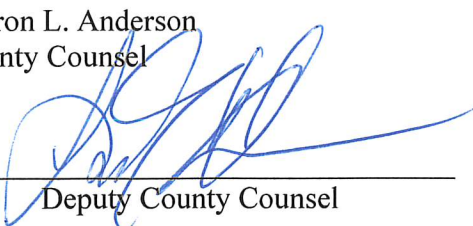
By: 
Thomas A. Baldacci
President

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

By: 
Kenneth R. Rueckert
Chief Financial Officer

By: _____
Deputy

Approved as to form:

Sharon L. Anderson
County Counsel
By: 
Deputy County Counsel

[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).)

Attachments:
Exhibit A: Legal Description
Exhibit B: Plat Map
Acknowledgment

EXHIBIT'A'
LEGAL DESCRIPTION
RESTRICTED DEVELOPMENT AREA

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCELS ONE AND FOUR DESCRIBED IN THE GRANT DEED TO MONTAIR ASSOCIATES, LLC RECORDED ON AUGUST 15, 2019 UNDER RECORDER'S SERIES NUMBER 2019-0129791 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL ONE (2019-0129791) THENCE ALONG THE WESTERLY LINE OF SAID PARCEL ONE NORTH 23°25'08" WEST, 30.02 FEET;

THENCE LEAVING SAID WESTERLY LINE NORTH 68°40'58" EAST, 59.78 FEET;

THENCE SOUTH 80°55'55" EAST, 23.72 FEET;

THENCE NORTH 68°40'58" EAST, 74.51 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL FOUR (2019-0129791);

THENCE ALONG SAID EASTERLY LINE SOUTH 15°45'35" EAST, 18.09 FEET TO THE SOUTHERLY LINE OF SAID PARCEL FOUR;

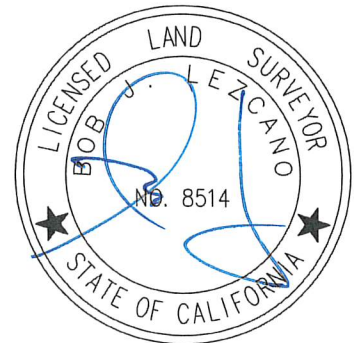
THENCE ALONG THE SOUTHERLY LINE OF SAID PARCELS ONE AND FOUR SOUTH 68°40'58" WEST, 151.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,593 SQUARE FEET OF LAND, MORE OR LESS.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT


7-10-2020

BOB J. LEZCANO-LS8514



KLEN
 (2011-112451)
 POR PARCEL 'B'
 (190 PM 3)

LEGEND

POB POINT OF BEGINNING

————— PARCEL BOUNDARY
 = = = = = ADJOINING LOT LINE



RESTRICTED DEVELOPMENT
 AREA=3,593 SF±

MONTAIR
 ASSOCIATES, LLC
 PARCELS ONE & FOUR
 (2019-0129791)
 (PARCEL 'B'
 MS 06-0008)

S15°45'35"E
 18.09'

WENZEL
 PARCEL 'C'
 (35 PM 10)

N68°40'58"E 74.51'

S68°40'58"W 151.90'

COOL
 PARCEL 'B'
 (35 PM 10)

S80°55'55"E
 23.72'

N68°40'58"E 59.78'

30.02'

POB @ SOUTHERLY
 CORNER OF PARCEL
 ONE

N23°25'08"W



MCCRACKEN & FLORES
 (2005-321194)



817 Arnold Drive Ste. 50
 Martinez, CA 94553
 Ph: (925) 476-8499

EXHIBIT 'B'
 PLAT TO
 ACCOMPANY LEGAL
 DESCRIPTION

DRAWN BY:
 BJL
 PROJECT NO:
 19077
 SCALE:
 1"=30'

SHEET
 1 OF 1
 DATE:
 5-14-2020

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 July 10, 2020, before me, N. Ackerman

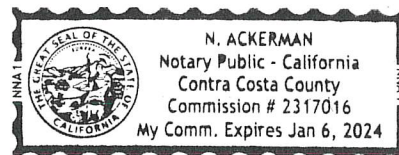
Notary Public, personally appeared Thomas A. Baldacci and
Kenneth B. Bueckert

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.

N. Ackerman
Signature of Notary Public



(SEAL)