

**RECORDED AT THE REQUEST OF, AND
AFTER RECORDING, RETURN TO:**

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

APN: 185-220-023

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED OF DEVELOPMENT RIGHTS
(Creek Structure Setback Area)

This Grant Deed of Development Rights is made by and between the Grantor, Walnut Creek Ventures, 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 December 21, 2020, the Contra Costa County Zoning Administrator conditionally approved an application for a subdivision (SD20-9547) to subdivide an approximately 0.96-acre parcel located at 2424 Olympic Boulevard in an unincorporated area in Walnut Creek, in the County of Contra Costa, State of California, into six single-family residential lots and two common area parcels.
- B. The subject parcel referenced in Recital A is owned by the Grantor.
- C. A remnant tributary of Las Trampas Creek traverses the northern boundary of the parcel described in Recital A. The tributary, an unimproved earth channel, will be referred to as the "Creek."
- D. Under County Ordinance Code sections 914-14.012, subdivision (a) ["Section 914-14.012(a)"] and 914-14.014, no permanent structures other than drainage structures may be constructed within, under or over any structure setback area of an unimproved earth channel located in a subdivision. Section 914-14.012(a) also requires the development rights for the portion of a lot within a structure setback area of an unimproved earth channel to be offered for dedication to County.

- E. In accordance with County Ordinance Code section 914-4.012(a), Condition of Approval #63 of SD20-9547 (COA 63) requires development rights for the portion of the subdivision within the structure setback area of the Creek to be conveyed to County by grant deed. COA 63 also authorized the reduction of the structure setback area "... subject to the review of Public Works Department, based on a hydrology and hydraulic study and geotechnical analysis of the soil showing that the creek banks will be stable and non-erosive with the anticipated creek flows."
- G. The area described in Exhibit A and depicted in Exhibit B (the "Property") is the reduced structure setback area authorized by COA 63. Exhibits A and B are attached hereto and incorporated herein by this reference.
- H. Grantor desires to evidence its intent and ensure that the obligations specified herein are covenants, conditions and restrictions that run with the land and are for the benefit of 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 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 construct permanent structures on all or any portion of the Property.
3. **Negative Easement.** This Grant Deed of Development Rights 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 the Property. This Grant Deed is an agreement in writing affecting the title or possession of the Property.
4. **Development Restrictions.** Except for drainage structures, Grantor shall not construct permanent structures on any portion of the Property, and Grantor agrees that except for permits for construction of drainage structures, no building permits or other permits shall be issued for the purpose of constructing permanent structures on any portion of the Property. Grantor hereby waives and relinquishes any rights its might otherwise have to such permits.
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, all of the Property and all other parties having or acquiring any right, title, or interest in any part of the Property.

6. **Remedies.** If Grantor violates 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 WHEREOF, this Grant Deed of Development Rights is signed and executed this _____ day of _____, 20____.

GRANTEE

GRANTOR

CONTRA COSTA COUNTY

WALNUT CREEK VENTURES, LLC

By: _____
Chair, Board of Supervisors

By: Ranganadh. y
Ranganadh Yadlapati
Member and Manager

Attest: Monica Nino, Clerk of the Board of Supervisors and County Administrator

By: Ram Devarapalli
Ram Devarapalli
Member and Manager

By: [Signature]
Deputy

Approved as to form:

Mary Ann McNett Mason
County Counsel

By: [Signature]
Deputy County Counsel

[Note: All Property Owner signatures must be notarized. If Property Owner is a California limited liability company, Property Owner must sign in accordance with one of the following: (1) Two managers must sign, but if the articles of organization indicate that the company is managed by only one manager, one manager must sign (Corp. Code, § 17703.01, subd. (d)); (2) subject to the articles of organization, two officers may 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)); or (3) subject to the articles of organization, if the company is not manager-managed, any member may sign. (Corp. Code, § 17703.01, subd. (a).]

Attachments: Exhibit A (Legal Description)
Exhibit B (Plat to Accompany Legal Description)
Acknowledgment

EXHIBIT A

LEGAL DESCRIPTION FOR

**RESTRICTED DEVELOPMENT AREA(RDA), AND CREEK STRUCTURE
SETBACK (CSS)**

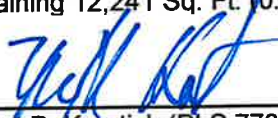
Unincorporated area of Walnut Creek, Contra Costa County

APN 185-220-023

A portion of The Lands of Walnut Creek Ventures, INC. as described in that certain Corporation Grant Deed Recorded March 10, 2021 in the Office of the County Recorder of Contra Costa County in Series 2021-0072747, said portion being more particularly described as follows:

Beginning at the most westerly corner of said Lands of Walnut Creek Ventures, INC., said corner being on the southerly line of that certain subdivision entitled "Sun Valley Orchards", Recorded September 30, 1946 in Book 31 of Maps at Pages 6-7, Contra Costa County Records, said corner being at the southwesterly terminus of that course listed as "North 69°36'55" East, 96.43 feet on the southerly line of said Map of Sun Valley Orchards, said **Point of Beginning** also being North 47°17'06" East 0.18 feet from a 1 1/2" Iron Pipe with illegible tag (of unknown origin); thence along the northeasterly line of said Lands of Walnut Creek Ventures, INC. and the southerly line of said Sun Valley Orchards, as follows: North 69°36'55" East, 96.43 feet; North 47°46'00" East, 79.01 feet; North 53°23'20" East, 126.20 feet; North 57°28'30" East, 42.21 feet; North 64°19'00" East, 101.70 feet to the most northerly corner of said Lands of Walnut Creek Ventures, INC., said corner represented by a 3/4" Iron Pipe LS 4493 (of unknown origin); thence along the northeast line of said Lands of Walnut Creek Ventures, INC. South 20°30'40" East, 23.11 feet; thence into said Lands South 58°18'05" West, 16.22 feet; thence South 70°42'47" West, 33.66 feet; thence South 60°36'43" West, 13.88 feet; thence South 53°38'54" West, 28.89 feet; thence South 56°41'12" West, 24.00 feet; thence South 58°23'55" West 32.75, feet; thence South 54°58'17" West, 47.44 feet; thence South 43°04'11" West, 58.60 feet; thence South 53°46'10" West 65.66, feet; thence South 62°16'05" West, 34.48 feet; thence South 66°41'48" West, 51.57 feet; thence South 81°11'09" West, 21.46 feet; thence South 58°33'15" West, 19.13 feet to the southwest line of said Lands of Walnut Creek Ventures, INC.; thence along said southwest line North 20°23'00" West, 27.08 feet to the **Point of Beginning**.

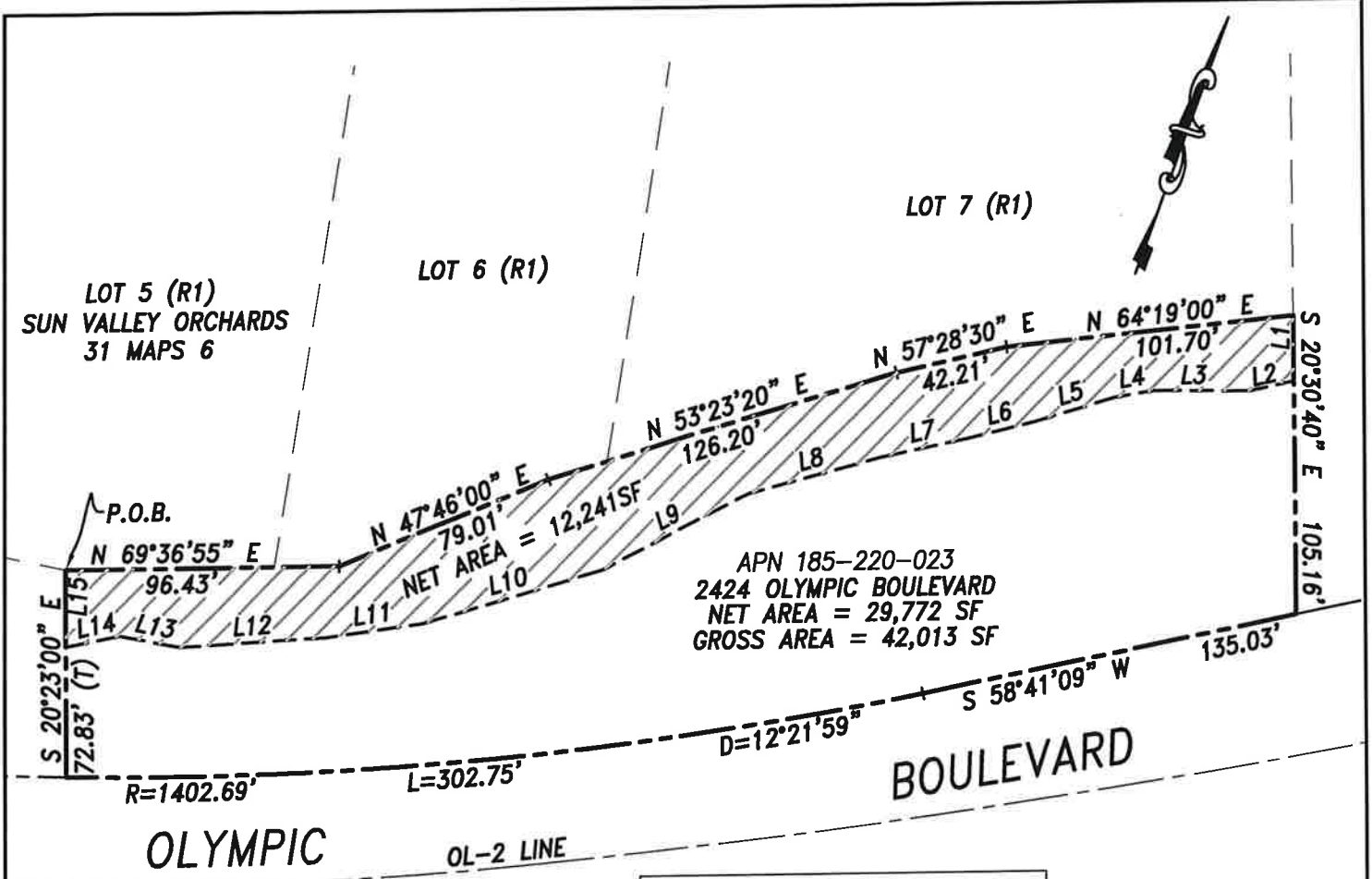
Containing 12,241 Sq. Ft. (0.281 Acres) more or less



Helmut R. Korstick (PLS 7739)

Dec. 14, 2021 Date





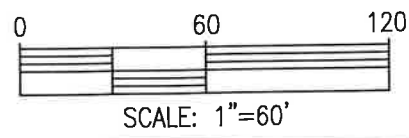
APN 185-220-023
 2424 OLYMPIC BOULEVARD
 NET AREA = 29,772 SF
 GROSS AREA = 42,013 SF

LINE TABLE		
LINE	BEARING	LENGTH
L1	S20°30'40"E	23.11'
L2	S58°18'05"W	16.22'
L3	S70°42'47"W	33.66'
L4	S60°36'43"W	13.88'
L5	S53°38'54"W	28.89'
L6	S56°41'12"W	24.00'
L7	S58°23'55"W	32.75'
L8	S54°58'17"W	47.44'
L9	S43°04'11"W	58.60'
L10	S53°46'10"W	65.66'
L11	S62°16'05"W	34.48'
L12	S66°41'48"W	51.57'
L13	S81°11'09"W	21.46'
L14	S58°33'15"W	19.13'
L15	N20°23'00"W	27.08'

DEC. 14, 2021

LEGEND

- P.O.B. POINT OF BEGINNING
- OL-2 LINE CCC RIGHT OF WAY MAP
- BOUNDARY LINE
- RDA/CSS LINE
- ADJOINER LOT LINE
- RESTRICTED DEVELOPEMENT AREA (RDA) & CREEK STRUCTURE SETBACK (CSS)



PREPARED BY:
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 FREMONT, CA 94538
 1sterlingconsultants@gmail.com PHONE: 510.344.8955

EXHIBIT B
 RESTRICTED DEVELOPEMENT AREA & CREEK
 STRUCTURE SETBACK FOR 2424 OLYMPIC BLVD
 BEING A PORTION OF THE LANDS OF
 WALNUT CREEK VENTURES, INC.
 AS DESCRIBED IN SERIES 2021-72747
 CONTRA COSTA COUNTY RECORDS
 CITY OF CONTRA COSTA - PUBLIC WORKS DEPARTMENT
 255 GLACIER DR., MARTINEZ, CA 94553. PH (925) 313-2000

SCALE: 1" = 60'
 DATE: JULY 14, 2021
 SHEET: 2 OF 2
 DWG BY: DSK
 CHK: HRK

**ILLINOIS NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)**

State of Illinois
County of Cook

This instrument was acknowledged before me on 10/20/2022 (Date) by
Ram G. Davaripalli (Name(s) of Person(s)).



Signature of Notary Public

Notary Public

Title or Rank

My Commission Expires: 5/19/2026

(Seal)





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.

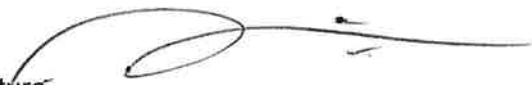
State of California
County of ALAMEDA

On 10/26/2022 before me, MELISSA SUTIKTO, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared RANGANADH YADLAPATI
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)

