

January 29, 2026 (*via e-mail*)

Contra Costa County
Attn: Bay Point Municipal Advisory Council
205 Pacifica Avenue
Bay Point, CA 94565

**Re: Upcoming 2/3/2026 Agenda – Comments for Item 7e.
Planning Application CDMS25-00031 – Evora Rd. Minor Subdivision**

Dear Members of the CCC Bay Point Municipal Advisory Council,

As the Managing Owner for Willow Pass Business Park (Subdivision 8918), MCG-WPBP, LLC (“MCG”) is submitting this comment letter in response to the application for a minor subdivision proposed as Land Use Permit CDLP20-02031 for Lot 14 (the “Project”) within the Willow Pass Business Park (the “Business Park”).

MCG is generally supportive of the Project, and offers only two comments based upon the existing governing documents for the Business Park and the existing entitlements that exist for the Park.

We respectfully request that the CCC Bay Point Municipal Advisory Council (the “Council”) incorporate the following comments into its Conditions of Approval:

Compliance with Governing Land Use Approvals and CC&Rs

The Business Park was entitled with a complex set of approvals, which approvals were memorialized in a recorded set of Covenants, Conditions and Restrictions (the “CC&Rs”) that limit the number of lots and overall development capacity of all lots within the Business Park.

While MCG is not opposed to the minor subdivision (and, in fact, is looking forward to further development of the Business Park), MCG wants to be sure that the minor subdivision is not effectuated in conflict with the CC&Rs. By way of background, MCG encloses herewith a copy of the First Amendment to Second Amended and Restated Conditions and Restriction of Willow Pass Business Park (recorded as Document Number 2019-0234895-00 in the Official Records of Contra Costa County) as well as the First Amendment to Supplemental Declaration of Covenants Conditions and Restrictions of Willow Pass Business Park (recorded as Document Number 2019-0234896-00 in the Official Records of Contra Costa County). These documents provide guidance to the Project applicant about the limitations upon development, and MCG would not want any approval by the Council to appear to supersede these existing, recorded instruments.

MCG respectfully requests that the Council instruct the Project applicant via its Conditions of Approval to maintain compliance with the existing CC&Rs, including updating the CC&Rs (at Project applicant's sole cost and expense, as necessary) to allow for the minor subdivision.

Deferred Frontage Improvements

Upon approval of the Business Park in 2006, the Business Park developers entered into a Deferred Improvement Agreement with Contra Costa County that allowed for development of the parcel frontage improvements along Evora Road to occur contemporaneously with development of the parcel (i.e., the frontage improvements were "deferred" until such time as the actual parcel was developed).

The Project applicant has not yet completed the deferred improvements for Lot 14, which includes frontage improvements on Evora Road. MCG is concerned that if the Project is approved without reference to this Deferred Improvement Agreement, the Project applicant may delay the Lot 14 improvements in direct conflict with the Deferred Improvement Agreement. To avoid any such conflict, or confusion as to whether the Council or the Contra Costa County entitlements govern, MCG respectfully requests that the Council issue a Condition of Approval to require the Project applicant to: (1) obtain approval for the Lot 14 deferred improvements from Contra Costa County, as needed; (2) obtain a bond for the frontage improvements, as required by the County; (3) coordinate the release of the existing Deferred Improvement Agreement and associated bond that covers Lot 14; and, (4) complete such coordination, approval and bond processing prior to recordation of a final map for the minor subdivision.

A copy of the Deferred Improvement Agreement (recorded as Document Number 2006-0338600-00 in the Official Records of Contra Costa County) is attached for convenient reference.

Please do not hesitate to contact the undersigned with any questions about the requests made herein.

Sincerely,



Dana Tsubota
MCG-WPBP, LLC

cc: Vince D'Alo, Aliquot Engineering
Armando Carrasco, CCC Bay Point Municipal Advisory Council
Everett Louie, Contra Costa County
Lynn Reichard-Enea, Contra Costa County

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status. Gov. Code Sec. 12956.1(b)(1)

Any person who believes that this document contains an unlawful restrictive covenant as described above may submit to the County Recorder a completed Restrictive Covenant Modification form. A complete copy of the original document must be attached to the Restrictive Covenant Modification form, with the unlawful language redacted. After submission to the Recorder, the form and attached document will be reviewed by County Counsel, and if the attached document properly redacts an unlawful covenant, the form and attached document will be recorded. If you submit a request to record a modification document, you must provide a return address in order for the County Recorder to notify you of the action taken by the County Counsel regarding the form. Gov. Code Sec. 12956.2(a)(1), (b)(1), (c)

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

THIS SPACE FOR RECORDER'S USE ONLY

RESTRICTIVE COVENANT MODIFICATION

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of redacting and eliminating that restrictive covenant as shown on page(s) ___ of the document recorded on _____ (date) in book _____ and page _____ or instrument number _____ of the official records of the County of _____, State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document being modified, pursuant to subdivision (d) of Section 12956 of the Government Code.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

Signature of Submitting Party: _____ Date: _____

Print Name: _____

_____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, hereby states that it has determined that the original document referenced above contains an unlawful restriction and this modification may be recorded.

Or
_____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, finds that the original document does not contain an unlawful restriction, or the modification document contains modifications not authorized, and this modification may not be recorded.

County Counsel

By:

Date:

RECORDING REQUESTED BY
OLD REPUBLIC TITLE COMPANY

Escrow No.: 0147022937

WHEN RECORDED MAIL TO

Thomas/DeNova LLC, et al
3100 Oak Road, Suite 140
Walnut Creek, CA 94596

20199023489500034

CONTRA COSTA Co Recorder Office
DEBORAH COOPER, Clerk-Recorder
DOC 2019-0234895-00

Acct 8001-EPN Old Republic Title SF
Tuesday, DEC 31, 2019 08:08:40

SB2 \$0.00|MOD \$34.00|REC \$44.00

FTC \$33.00|RED \$1.00|ERD \$1.00

Ttl Pd \$113.00 Nbr-0003665524

AAV/RC/1-34

SPACE ABOVE THIS LINE FOR RECORDER'S USE

First Amendment to Second Amended and Restated Conditions and Restrictions of Willow Pass Business Park

- 1 Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer subject to the imposition of documentary transfer tax
- 2 Exempt from fee per GC27388.1(a)(2); document transfers real property that is a residential dwelling to an owner-occupier
- 3 Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer that is a residential dwelling to an owner-occupier
- 4 Exempt from fee per GC27388.1(a)(1); fee cap of \$225 reached
- 11 Exempt from fee per GC27388.1(a)(2); document is executed or recorded by the state or any county, municipality, or other political subdivision of the state

RECORDED AT THE REQUEST OF:

WHEN RECORDED RETURN TO:

Thomas/DeNova LLC, et al
3100 Oak Road, Suite 140
Walnut Creek, CA 94597

**FIRST AMENDMENT TO
SECOND AMENDED AND RESTATED
CONDITIONS AND RESTRICTIONS
OF
WILLOW PASS BUSINESS PARK**

1. On December 18, 2008, THOMAS/DENOVA LLC, a California limited liability company, THOMAS CONCORD, LLC, a California limited liability company and MEADOW CREEK GROUP, LLC, a California limited liability company, (collectively, "Declarant"), recorded the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Willow Pass Business Park as Document No. 2008-0270654 in the Official Records of the County of Contra Costa, State of California ("Restated Declaration"). The Restated Declaration superceded in its entirety the Original Declaration and the Original Amended and Restated Declaration and Replacement Amended and Restated Declaration as described in Section 1.1 of the Restated Declaration.

2. The following real property which is described in Section 1.2 of the Restated Declaration is subject to the Restated Declaration:

Parcel One: All the real property and Improvements thereon located in the County of Contra Costa, State of California, described as follows:

Lots 1 through 18, inclusive, and Parcels A, B and C, inclusive, as shown on the final map of Subdivision 8918 ("Map of Subdivision 8918"), filed for record on October 23, 2006, in Book 497 of Subdivision Maps at Pages 6 through 28, inclusive, in the Official Records of the County of Contra Costa, State of California,

Parcel Two: All the real property and Improvements thereon located in the County of Contra Costa, State of California, described in Exhibit "A" of the Restated Declaration ("Frito-Lay Lot").

3. The undersigned are the Owners of at least fifty-one percent (51%) of the Lots, as defined in Section 2.12 of the Restated Declaration, and, as provided in Section 8.1.1 of the Restated Declaration, the undersigned Owners provide written consent to the amendments set forth in this First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Willow Pass Business Park ("First Amendment").

4. Lots 1 through 18, as shown on the Map of Subdivision 8918, have been reconfigured by Lot Line Adjustments and a merger as evidenced by grant deeds implementing those lot line adjustments and merger recorded on September 5, 2007, as Document No. 2007-0251537, May 21, 2007, as Document No. 2007-047711, May 21, 2007, as Document No. 2007-0147712, June 27, 2013, as Document No. 2013-0163306, and on December 27, 2019, as Document Nos. 2019-0233124, 2019-0233125 and 2019-0233126, all in the Official Records of the County of Contra Costa, State of California. Lots 1 through 18, as shown on the Map, are now configured, as described in these deeds, as follows:

- a. Lots 1 through 7, inclusive, 10 and 18, as shown on the Map of Subdivision 8918.
- b. Combined Lot 8 and 9, as described in that certain grant deed from Thomas/Denova, LLC to Sierra Pacific Properties, Inc., recorded on September 5, 2007, as Document No. 2007-0251537, in the Official Records of the County of Contra Costa, State of California (“**Combined Lot 8 and 9**”).
- c. New Lot 12, as described in that certain grant deed from Black Diamond Vista II, LLC, to Black Diamond Vista II, LLC, recorded on May 21, 2007, as Document No. 2007-047711, in the Official Records of the County of Contra Costa, State of California (“**New Lot 12**”).
- d. New Lot 13, as described in that certain grant deed from Black Diamond Vista II, LLC, to Black Diamond Vista II, LLC, recorded on May 21, 2007, as Document No. 2007-0147712, in the Official Records of the County of Contra Costa, State of California (“**New Lot 13**”).
- e. Resultant Lot 14, as described in that certain grant deed from Jadwinder Singh and Alkesh Kaur Dhaliwal to Evora Enterprises LP, recorded on September 13, 2018, as Document No. 2018-0146897, in the Official Records of the County of Contra Costa, State of California (“**Resultant Lot 14**”).
- f. Resultant Lot ‘A’, as described on Exhibit “A” and depicted on Exhibit “B” of the grant deed from Thomas/DeNova, LLC, Thomas Concord, LLC, and Meadow Creek Group, LLC, to Thomas/DeNova, LLC, Thomas Concord, LLC, and Meadow Creek Group, LLC, recorded on December 27, 2019, as Document No. 2019-0233124, in the Official Records of the County of Contra Costa, State of California (“**Resultant Lot ‘A’**”).
- g. Resultant Lot ‘B’, as described on Exhibit “A” and depicted on Exhibit “B” of the grant deed from Thomas Concord, LLC, and Meadow Creek Group, LLC, to Thomas Concord, LLC, and Meadow Creek Group, LLC, recorded on December 27, 2019, as Document No. 2019-0233125, in the Official Records of the County of Contra Costa, State of California (“**Resultant Lot ‘B’**”).
- h. Resultant Lot ‘C’, as described on Exhibit “A” and depicted on Exhibit “B” of the grant deed from Sierra Pacific Properties, Inc. to Sierra Pacific Properties, Inc., recorded on December 27, 2019, as Document No. 2019-0233126, in the Official Records of the County of Contra Costa, State of California (“**Resultant Lot ‘C’**”).

Any reference in the Restated Declaration to “Lots 1 through 18, inclusive” or “Lots 1 through 18” as a group shall constitute a reference to the real property described in a., b., c., d., e., f., g., and h., above.

5. The Restated Declaration is hereby amended by this First Amendment.

6. All of the capitalized terms in this First Amendment shall have the same meanings given them in the Restated Declaration unless this First Amendment provides otherwise.

7. Section 2.12 of the Restated Declaration is hereby amended and restated in its entirety to read as follows:

2.12 **Lot:** The term “Lot” as used in this Declaration shall refer to each of (i) Lots 1 through 7, inclusive, 10, and 18, as shown on the Map of Subdivision 8918, (ii) the Frito-Lay Lot, (iii) Combined Lot 8 and 9, (iv) New Lot 12, (v) New Lot 13, (vi) Resultant Lot 14, (vi) Resultant Lot ‘A’, (vii) Resultant Lot ‘B’, and (viii) Resultant Lot ‘C’, for a total of seventeen (17) Lots. The term “Lot” shall also mean, in the case of Sections 4.10.2 (Governmental Approvals), 5.5 (Insurance), 6.6 (Reimbursement Assessments), 6.8 (Enforcement of Assessments), 7.1 (Limitations of Restrictions), 7.2 (Rights of Access and Completion of Construction), 11.7 (Redistribution of Declaration) and 11.10 (Mortgage Protection), any condominium within a Lot that has been subdivided into a “condominium project” as defined in California Civil Code Section 6542 (or Section 4125). The term “Lot” shall also mean any Lot described as such in a Declaration of Annexation.

8. Section 2.13 of the Restated Declaration is hereby amended and restated in its entirety to read as follows:

2.13 **Managing Owner:** The term “Managing Owner” shall mean Thomas/DeNova, LLC, a California limited liability company, (“Thomas/DeNova LLC”), so long as Thomas/DeNova LLC is the Owner of Lot 18, as shown on the Map (“Lot 18”). Upon conveyance by Thomas/DeNova LLC of Lot 18, if Lot 2, as shown on the Map, (“Lot 2”) is then owned by MCG-WPBP, LLC, a California limited liability company, (“DeNova”), Thomas/DeNova LLC may convey Parcels A, B and C, as shown on the Map of Subdivision 8918 to DeNova by a grant deed signed by Thomas/DeNova LLC, as Grantor, and signed by DeNova as grantee, which deed also states that Thomas/DeNova assigns its role as Managing Owner to DeNova, and upon recording of such grant deed, the Managing Owner shall mean DeNova until such time as DeNova no longer owns Lot 2. Upon termination of Thomas/Denova as the Managing Owner, or upon termination of DeNova as the Managing Owner if a deed was recorded as provided in the preceding sentence, the Owners shall select a new Managing Owner by majority vote. In all such situations, in the event that the Managing Owner fails to carry out its obligations in accordance with the requirements of this Declaration, a majority of the Owners other than the Managing Owner may notify the Managing Owner of the obligations which are not being performed and if the Managing Owner fails to take reasonable actions to remedy the situation, then the Owners may select a new Managing Owner by majority vote.

9. Section 2.15 of the Restated Declaration is hereby amended and restated in its entirety to read as follows:

2.15 **Owner:** The term “Owner” shall mean the holder of record fee title to a Lot, including Declarant as to each Lot owned by Declarant and Frito-Lay as to the Frito-Lay Lot. However, the term “Owner” shall mean (a) in the case of Sections 1.4, 2.11, 4.4, 4.10.1, 4.10.2, 5.5, 6.1.4(ii), 6.6, 11.3, 11.7, and 11.10, the holder of record fee title to a condominium within any Lot that has been subdivided into a “condominium project” as defined in California Civil Code Section 6542 (or Section 4125) and (b) in the case of Sections 2.19.7(a), 3.2.5, 3.2.8, 5.1.1, 5.1.2, 5.1.3, 5.2.1, 5.5, 6.2, 6.3, 6.8 and 8.2.1, the “association” as defined in California Civil Code Section 6528 (or Section

4080) created to govern the condominiums within a Lot that has been subdivided into a "condominium project" as defined in California Civil Code Section 6542 (or Section 4125). If more than one person owns a single Lot, the term "Owner" shall mean all owners of that Lot. The term "Owner" shall also mean a contract purchaser (vendee) under an installment land contract but shall exclude any person having an interest in a Lot merely as security for performance of an obligation.

10. Section 2.16 of the Restated Declaration is hereby amended and restated in its entirety to read as follows:

2.16 **Pad Formula:** The term "Pad Formula" shall mean a fraction, the numerator of which is the area of the usable pad constructed on that Lot, and the denominator of which is the total area of all usable pads constructed on the Lots. The Pad Formula shall apply only to Lots; the Pad Formula shall not apply to Parcels A, B or C. For purposes of this calculation, the area of the pad for each Lot shall be conclusively presumed to be as set forth in Exhibit "A" attached hereto

11. Section 2.19.2 of the Restated Declaration is hereby deleted and restated in its entirety to read as follows:

2.19.2 **Eastern Access Road:** The term "Eastern Access Road" shall mean Parcel A as shown on the Map and is generally depicted as the "Eastern Access Road" on Sheet 4 of Exhibit "C". The Benefitting Owners for the Eastern Access Road are the Owners of Lots 1 through 7, inclusive, 10 as shown on the Map of Subdivision 8918, Combined Lot 8 and 9, New Lot 12, New Lot 13, Resultant Lot 'A' and Resultant Lot 'C'. The Proportionate Share allocable to these Lots is shown on Sheets 5 and 11 of Exhibit "C." The provisions of this Section 2.19.2 cannot be amended to eliminate the rights of any Benefitting Owner to use the Eastern Access Road without the express consent of that Benefitting Owner.

12. Section 2.19.8 of the Restated Declaration is hereby deleted and restated in its entirety to read as follows:

2.19.8 **Western Access Road:** The term "Western Access Road" shall mean Parcel C as shown on the Map and is generally depicted as the "Western Access Road" on Sheet 4 of Exhibit "C." Each Owner of a Lot is a Benefitting Owners for the Western Access Road. The Proportionate Share allocable to these Lots is shown on Sheets 7 and 13 of Exhibit "C."

13. Section 3.1.2 of the Restated Declaration is hereby amended and restated in its entirety to read as follows:

3.1.2 **Open Space Area and Access Roads:** The Open Space Area and the Access Roads shall be owned by the Owner of Lot 18 and may not be conveyed separately from Lot 18, except as provided in the second sentence of Section 2.13 in which case the Open Space Area and the Access Roads shall be conveyed to the Owner of Lot 2 and may not be conveyed separately from Lot 2. Any conveyance of Lot 18 (or Lot 2, as the case may be) shall constitute a conveyance of the Open Space Area and the Access Roads. Declarant may reserve such easements which are not inconsistent with this Declaration including those use restrictions set forth in Section 2.14 (Open Space Area). The Open Space Area shall be held by the Owner of Lot 18 (or Lot 2, as the case may be), for the benefit of all the Owners. The Western Access Road and the Eastern Access Road shall be held by the Owner of Lot 18 (or Lot 2, as the case may be), for the benefit of the Benefitting Owners, as provided in Section 3.2.1 (Access Roads). Declarant may reserve

such easements which are not inconsistent with this Declaration including those use restrictions set forth in Section 3.2.1 (Access Roads).

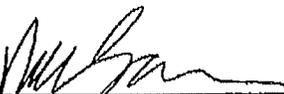
14. Exhibit "C" to the Restated Declaration is replaced in its entirety with Exhibit "C" attached to hereto and incorporated herein by this reference as though set forth in full. Exhibits "A" and "C" attached hereto are hereby incorporated herein by this reference as though set forth in full.

15. Except as expressly stated herein, all of the provisions of the Restated Declaration are restated and affirmed and shall remain in full force and effect.

16. This First Amendment shall be effective upon the date of its recordation in the Official Records of the County of Contra Costa, State of California.

IN WITNESS WHEREOF, the undersigned, as the Owners of the entirety of Lots 2, 5, 8, 9, 10, 11, 15, 16, 17 and 18, as shown on the Map of Subdivision 8918, and as defined in Section 2.12 of the Restated Declaration, have executed this First Amendment on this 27 day of December, 2019.

MEADOW GROUP, LLC,
a California limited liability company

By: 
David B. Sanson,
Its Managing Member

THOMAS CONCORD, LLC,
a California limited liability company

By: _____
David W. Thomas,
Its authorized agent

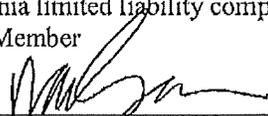
THOMAS/DENOVA, LLC,
a California limited liability company

By: _____
David W. Thomas, Its authorized agent

MCG-WPBP, LLC,
a California limited liability company

By: Meadow Creek Group, LLC,
a California limited liability company,
Its Sole Member

By: DeNova Homes, Inc.,
a California corporation,
Its Manager

By: 
David B. Sanson, Its Manager

By: 
David B. Sanson, Its President

such easements which are not inconsistent with this Declaration including those use restrictions set forth in Section 3.2.1 (Access Roads).

14. Exhibit "C" to the Restated Declaration is replaced in its entirety with Exhibit "C" attached to hereto and incorporated herein by this reference as though set forth in full. Exhibits "A" and "C" attached hereto are hereby incorporated herein by this reference as though set forth in full.

15. Except as expressly stated herein, all of the provisions of the Restated Declaration are restated and affirmed and shall remain in full force and effect.

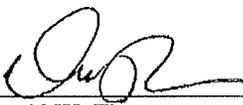
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MEADOW GROUP, LLC,
a California limited liability company

THOMAS CONCORD, LLC,
a California limited liability company

By: _____
David B. Sanson,
Its Managing Member

By:  _____
David W. Thomas,
Its authorized agent

THOMAS/DENOVA, LLC,
a California limited liability company

MCG-WPBP, LLC,
a California limited liability company

By:  _____
David W. Thomas, Its authorized agent

By: Meadow Creek Group, LLC,
a California limited liability company,
Its Sole Member

By: DeNova Homes, Inc.,
a California corporation,
Its Manager

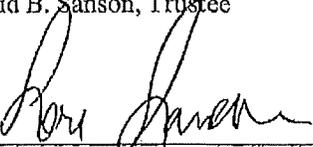
By: _____
David B. Sanson, Its Manager

By: _____
David B. Sanson, Its President

TRECON PROPERTIES, LLC,
a California limited liability company

By: David B. Sanson and Lori J. Sanson
Revocable Trust, dated October 3, 1997,
Its Manager

By: 
David B. Sanson, Trustee

By: 
Lori J. Sanson, Trustee

SIERRA PACIFIC PROPERTIES, INC.
a California corporation

By: _____
Kathleen M. Blackard
Assistant Vice President/Assistant Secretary

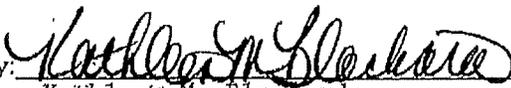
TRECON PROPERTIES, LLC,
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By: David B. Sanson and Lori J. Sanson
Revocable Trust, dated October 3, 1997,
Its Manager

By: _____
David B. Sanson, Trustee

By: _____
Lori J. Sanson, Trustee

SIERRA PACIFIC PROPERTIES, INC.
a California corporation

By: 
Kathleen M. Blackard
Assistant Vice President/Assistant Secretary

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 } ss.
COUNTY OF Contra Costa

On 12/30/19, before me, Cindy Renata Gomez Notary Public, personally appeared David B. Sanson, 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]
Signature

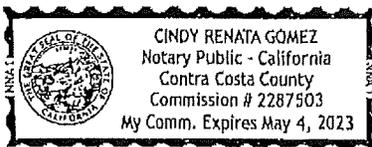
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA } ss.
COUNTY OF Contra Costa

On 12/30/19, before me, Cindy Renata Gomez Notary Public, personally appeared David B. Sanson and Lori J. Sanson, 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]
Signature

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

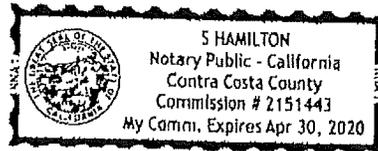
On the December 27, 2019 before me, S. Hamilton a Notary Public, personally appeared David W. Thomas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: 

Name: S. Hamilton
(Typed or Printed)



(Seal)

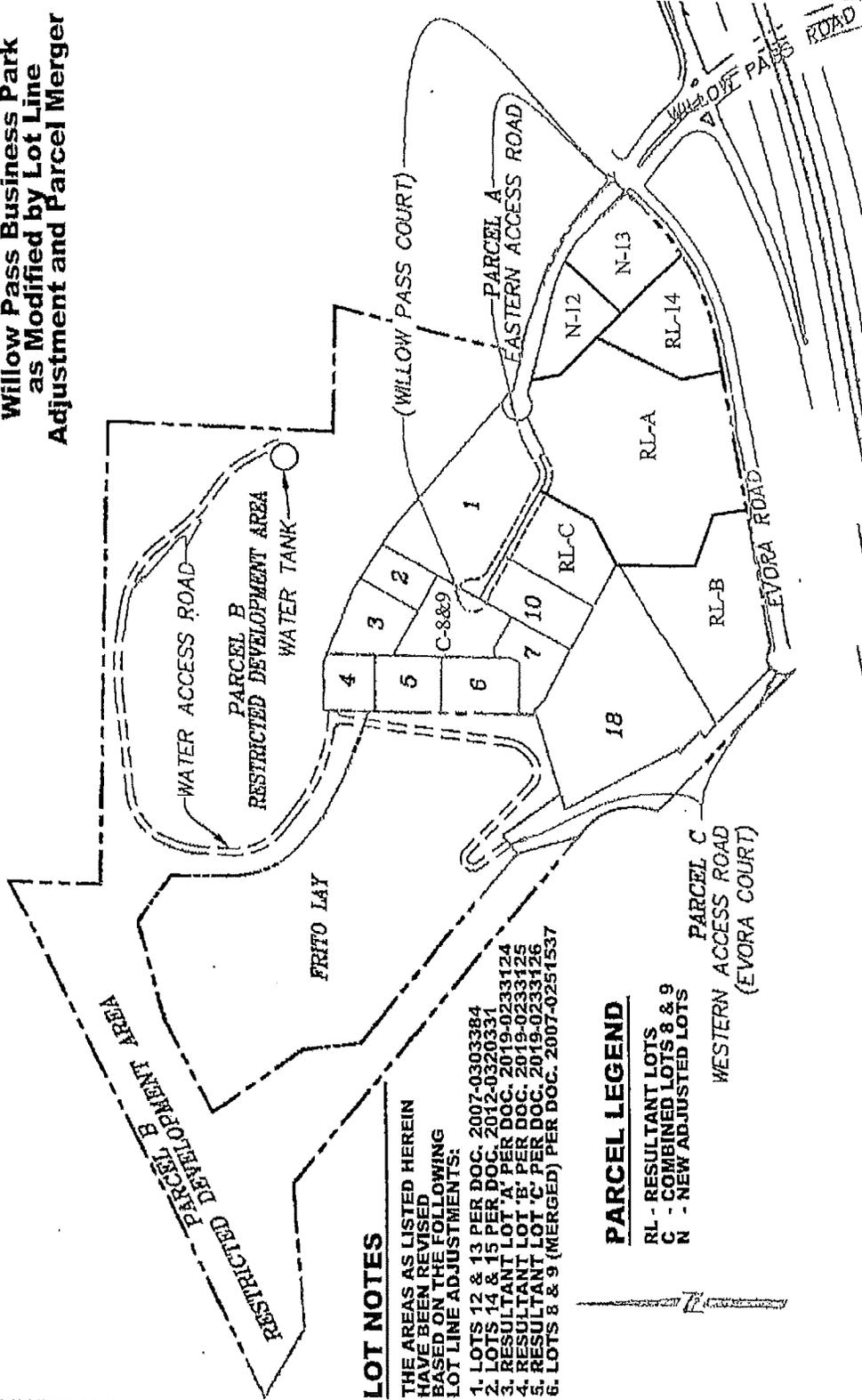
Willow Pass Business Park
(Pad Formula)
Exhibit A

Lot #	Usable Area	Share of Usable Area
1	106,955	0.0687
2	18,442	0.0119
3	28,802	0.0185
4	22,227	0.0143
5	30,155	0.0194
6	34,214	0.0220
7	29,630	0.0190
Combined Lots 8&9	43,816	0.0282
9	0(Merged)	----
10	38,188	0.0245
Resultant Lot "C"	50,882	0.0327
New Lot 12	36,477	0.0234
New Lot 13	55,291	0.0355
Resultant Lot 14	49,445	0.0318
Resultant Lot "A"	197,247	0.1268
16	0(Merged)	----
Resultant Lot "B"	46,830	0.0301
18	95,642	0.0615
Frito Lay	671,882	0.4318
Sum	1,556,125	1.0000

EXHIBIT "B"

Intentionally Omitted

**Subdivision 8918
Willow Pass Business Park
as Modified by Lot Line
Adjustment and Parcel Merger**



LOT NOTES

THE AREAS AS LISTED HEREIN
HAVE BEEN REVISED
BASED ON THE FOLLOWING
LOT LINE ADJUSTMENTS:

1. LOTS 12 & 13 PER DOC. 2007-0303384
2. LOTS 14 & 15 PER DOC. 2012-0320331
3. RESULTANT LOT 'A' PER DOC. 2019-0233124
4. RESULTANT LOT 'B' PER DOC. 2019-0233125
5. RESULTANT LOT 'C' PER DOC. 2019-0233126
6. LOTS 8 & 9 (MERGED) PER DOC. 2007-0254537

PARCEL LEGEND

- RL - RESULTANT LOTS
- C - COMBINED LOTS 8 & 9
- N - NEW ADJUSTED LOTS

DATE: 12/28/2019	SCALE: 1"=400'
JOB NO. 9903	DRAWN BY: RBP
SHEET 1 OF 20	

2.19 SHARED IMPROVEMENT PLAT

EXHIBIT C

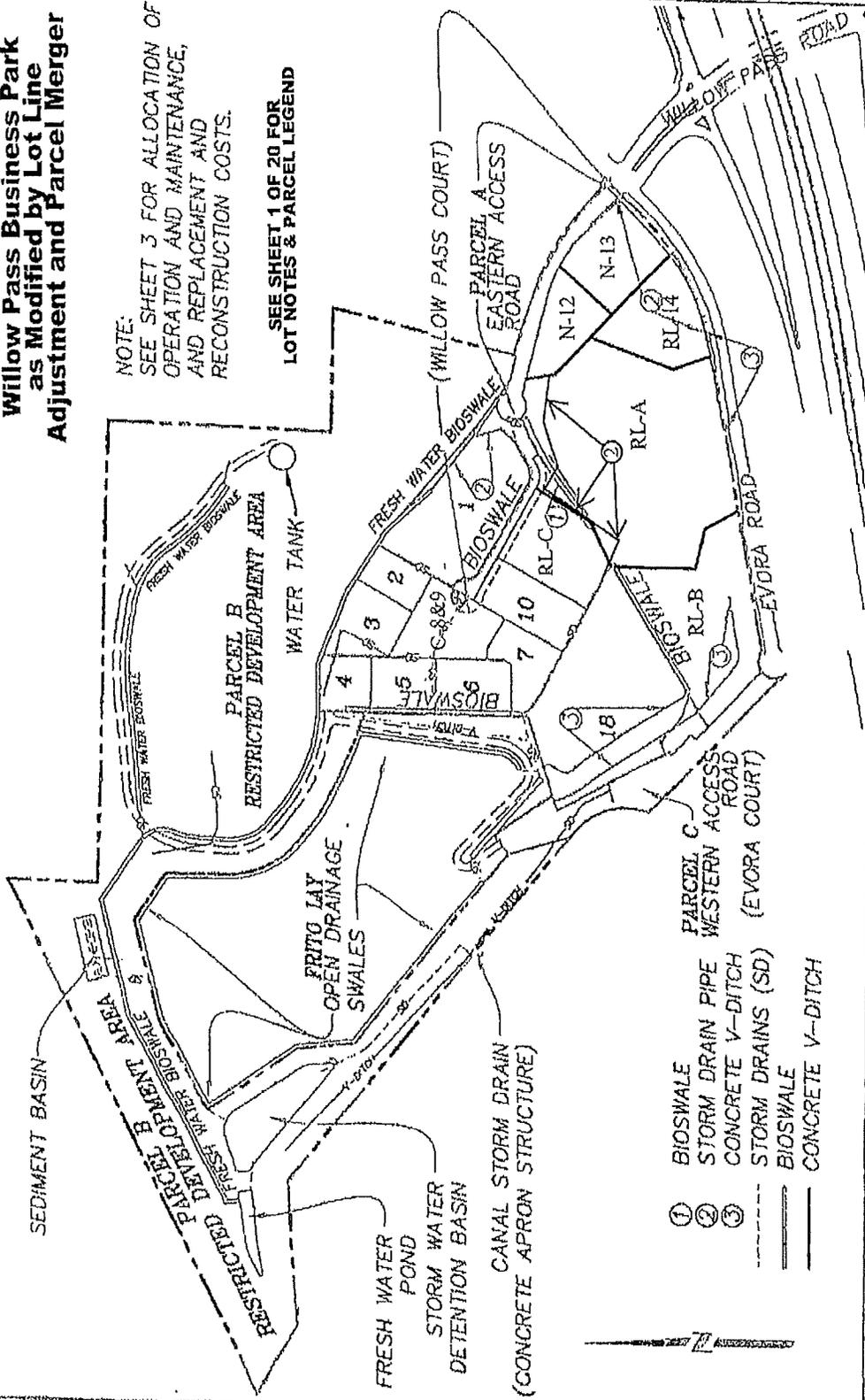
JES ENGINEERING, INC.

CIVIL ENGINEERING & LAND SURVEYING
1355 WILLOW WAY, SUITE 105
CONCORD, CA 94520
(925)674-1151
(925)674-1314 FAX

**Subdivision 8918
Willow Pass Business Park
as Modified by Lot Line
Adjustment and Parcel Merger**

NOTE:
SEE SHEET 3 FOR ALLOCATION OF
OPERATION AND MAINTENANCE,
AND REPLACEMENT AND
RECONSTRUCTION COSTS.

SEE SHEET 1 OF 20 FOR
LOT NOTES & PARCEL LEGEND



DATE: 12/28/2019 SCALE: 1"=400'
JOB NO. 9903 DRAWN BY: RBP
SHEET 2 OF 20

2.19.1 STORM DRAINAGE FACILITIES

EXHIBIT C

JES ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
1355 WILLOW WAY, SUITE 105
CONCORD, CA 94520
(925)674-1151
(925)674-1314 FAX

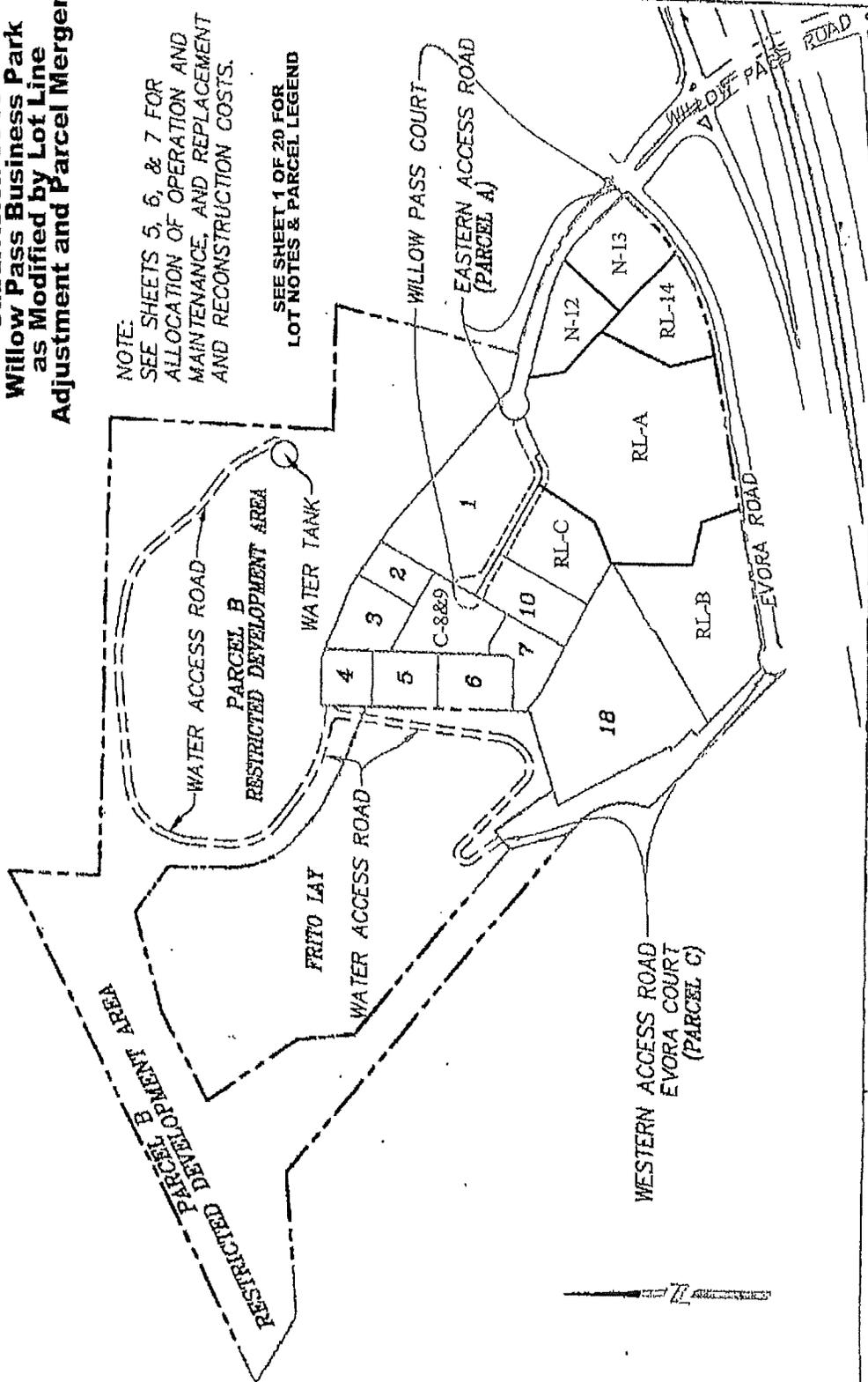
Willow Pass Business Park
2.19.1 Storm Drainage Facilities
Exhibit C
Operation and Maintenance Costs
and
Replacement and Reconstruction Costs

Lot #	Gross Area	Share of Gross Area
1	131,039	0.0700
2	21,181	0.0113
3	34,432	0.0184
4	22,857	0.0122
5	30,155	0.0161
6	34,214	0.0183
7	29,630	0.0158
Combined Lots 8&9	47,068	0.0252
9	0(Merged)	----
10	40,871	0.0218
Resultant Lot "C"	62,103	0.0332
New Lot 12	41,312	0.0221
New Lot 13	55,291	0.0296
Resultant Lot 14	65,312	0.0349
Resultant Lot "A"	274,782	0.1469
16	0(Merged)	----
Resultant Lot "B"	128,677	0.0688
18	180,044	0.0962
Frito Lay	671,882	0.3591
Sum	1,870,850	1.0000

**Subdivision 8918
Willow Pass Business Park
as Modified by Lot Line
Adjustment and Parcel Merger**

NOTE:
SEE SHEETS 5, 6, & 7 FOR
ALLOCATION OF OPERATION AND
MAINTENANCE, AND REPLACEMENT
AND RECONSTRUCTION COSTS.

SEE SHEET 1 OF 20 FOR
LOT NOTES & PARCEL LEGEND



DATE: 12/28/2019 SCALE: 1"=400'
JOB NO. 9903 DRAWN BY: RBP
SHEET 4 OF 20

EXHIBIT C

2.19.2 EASTERN ACCESS ROAD
2.19.6 WATER ACCESS ROAD
2.19.8 WESTERN ACCESS ROAD

JES ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
1355 WILLOW WAY, SUITE 105
CONCORD, CA 94520
(925) 674-1151
(925) 674-1314 FAX

Willow Pass Business Park
 2.19.2 Eastern Access Road
 (Parcel A)
 Exhibit C
 Operation and Maintenance Costs
 and
 Replacement and Reconstruction Costs

Lot #	Usable Area	Share of Usable Area
1	106,955	0.1545
2	18,442	0.0266
3	28,802	0.0416
4	22,227	0.0321
5	30,155	0.0436
6	34,214	0.0494
7	29,630	0.0428
Combined Lots 8&9	43,816	0.0633
9	0(Merged)	----
10	38,188	0.0552
Resultant Lot "C"	50,882	0.0735
New Lot 12	36,477	0.0527
New Lot 13	55,291	0.0799
Resultant Lot 14		
Resultant Lot "A"	197,247	0.2849
16	0(Merged)	----
Resultant Lot "B"		
18		
Frito Lay		
Sum	692,326	1.0000

**Willow Pass Business Park
2.19.6 Water Access Road
Exhibit C
Operation and Maintenance Costs
and
Replacement and Reconstruction Costs**

See Pad Formula in Section 2.16

Willow Pass Business Park
 2.19.8 Western Access Road
 (Parcel C)
 Exhibit C
 Operation and Maintenance Costs
 and

Replacement and Reconstruction Costs

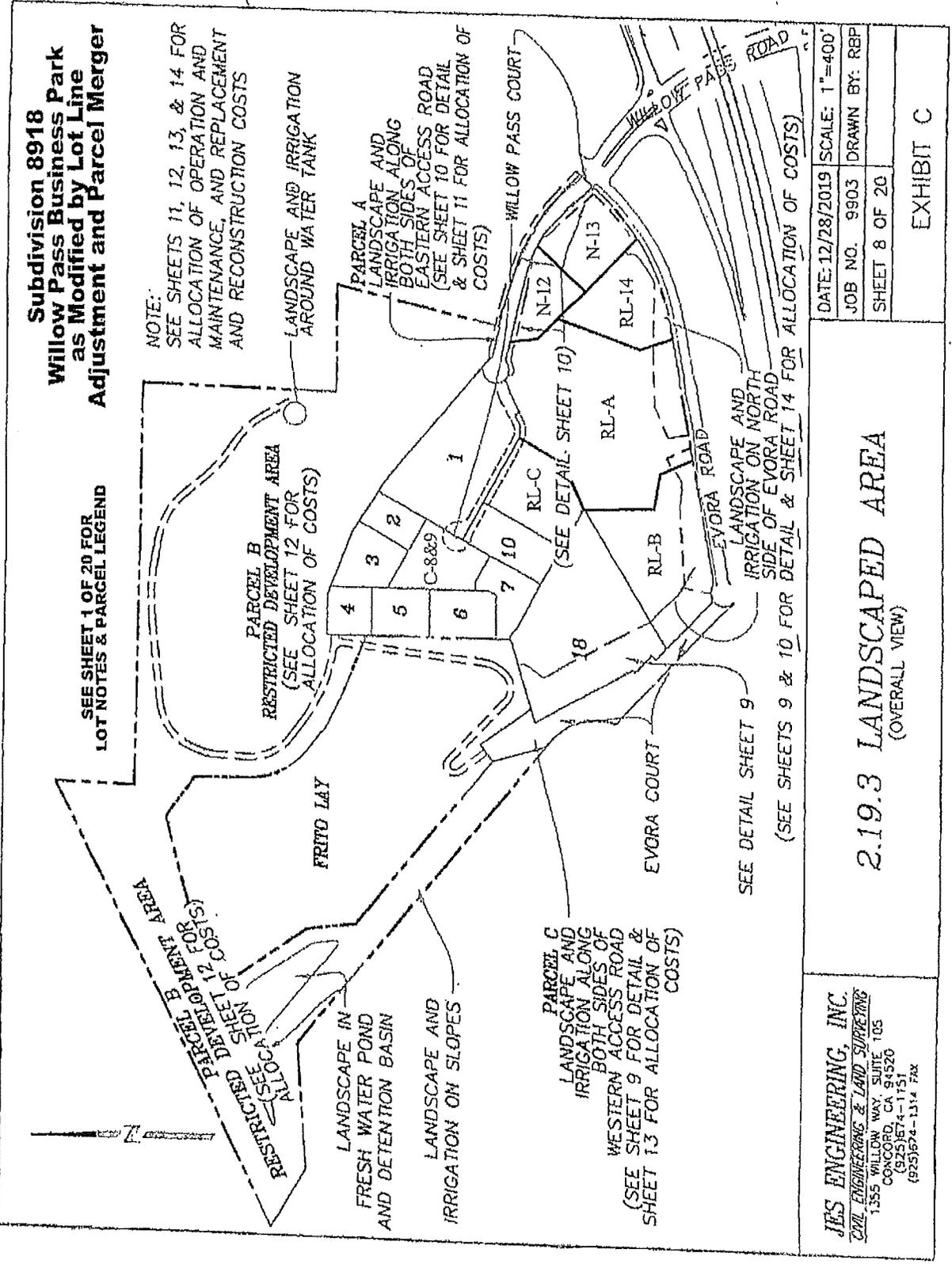
Lot #	Usable Area	Share of Usable Area	Share of Usable Area
1	106,955	0.1356	0.0203
2	18,442	0.0234	0.0035
3	28,802	0.0365	0.0055
4	22,227	0.0282	0.0042
5	30,155	0.0382	0.0057
6	34,214	0.0434	0.0065
7	29,630	0.0376	0.0056
Combined Lots 8&9	43,816	0.0556	0.0083
9	0(Merged)	----	----
10	38,188	0.0484	0.0073
Resultant Lot "C"	50,882	0.0645	0.0097
New Lot 12	36,477	0.0463	0.0069
New Lot 13	55,291	0.0701	0.0105
Resultant Lot 14	49,445	0.0627	0.0094
Resultant Lot "A"	197,247	0.2501	0.0375
16	0(Merged)	----	----
Resultant Lot "B"	46,830	0.0594	0.0089
18			0.2800
Frito Lay			0.5700
Sum	788,601	1.0000	1.0000

Note: A 57% Share has been allocated to the Frito-Lay Lot and a 28% share has been allocated to lot 18. the remaining 15% is allocated between Lots 1 through 17 as calculated above.

**Subdivision 8918
Willow Pass Business Park
as Modified by Lot Line
Adjustment and Parcel Merger**

SEE SHEET 1 OF 20 FOR
LOT NOTES & PARCEL LEGEND

NOTE:
SEE SHEETS 11, 12, 13, & 14 FOR
ALLOCATION OF OPERATION AND
MAINTENANCE, AND REPLACEMENT
AND RECONSTRUCTION COSTS

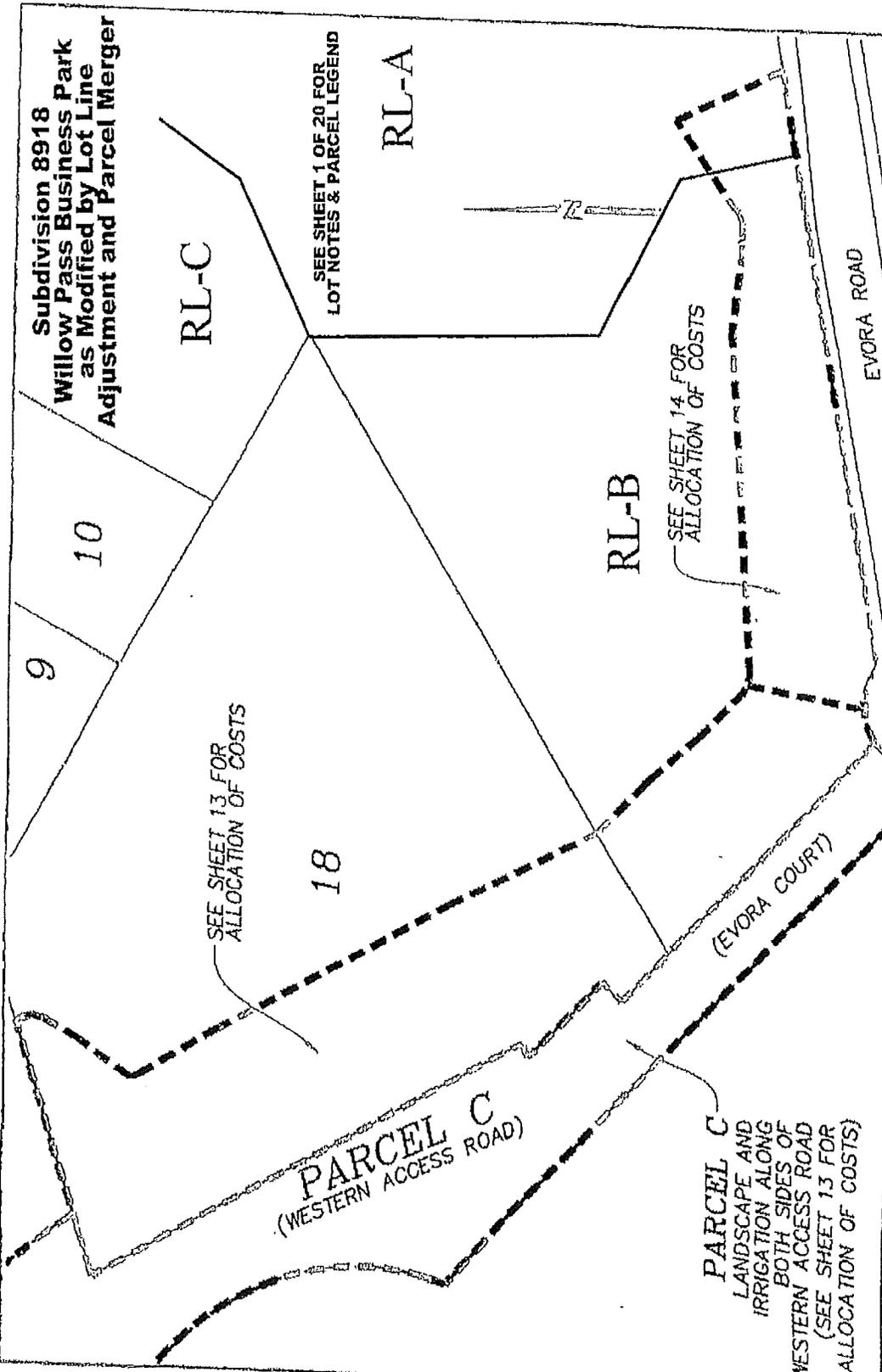


DATE: 12/28/2019	SCALE: 1"=400'
JOB NO. 9903	DRAWN BY: RBP
SHEET 8 OF 20	
EXHIBIT C	

**2.19.3 LANDSCAPED AREA
(OVERALL VIEW)**

JES ENGINEERING, INC.
CARL ENGINEERING & LAND SURVEYING
1355 WILLOW WAY, SUITE 105
CONCORD, CA 94520
(925)674-1151
(925)674-1314 FAX

Subdivision 8918
Willow Pass Business Park
as Modified by Lot Line
Adjustment and Parcel Merger

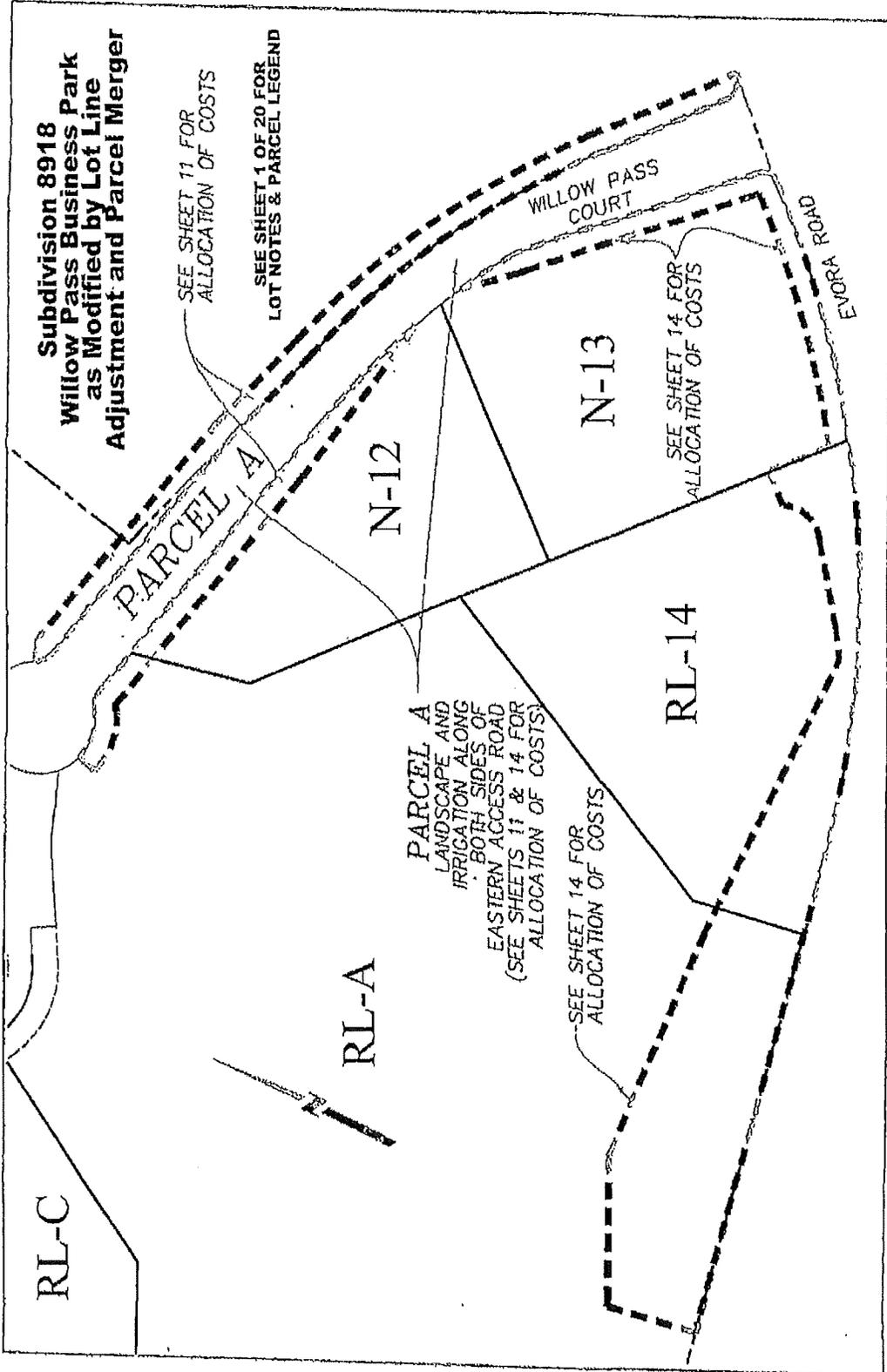


DATE: 12/28/2019 SCALE: 1"=100'
JOB NO. 9903 DRAWN BY: RBP
SHEET 9 OF 20

2.19.3 LANDSCAPED AREA
(DETAIL SHEET TWO)

JES ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
1355 WILLOW WAY, SUITE 105
CONCORD, CA 94520
(925)674-1151
(925)674-1314 FAX

EXHIBIT C



DATE: 12/28/2019	SCALE: 1"=100'
JOB NO. 9903	DRAWN BY: RBP
SHEET 10 OF 20	
EXHIBIT C	

2.19.3 LANDSCAPED AREA
(DETAIL SHEET THREE)

JES ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
 1355 WILLOW WAY, SUITE 105
 CONCORD, CA 94520
 (925) 367-1151
 (925) 675-1314 FAX

Willow Pass Business Park
 2.19.3 Landscape-Parcel A
 (Eastern Access Road)
 Exhibit C
 Operation and Maintenance Costs
 and
 Replacement and Reconstruction Costs

Lot #	Usable Area	Share of Usable Area
1	106,955	0.1545
2	18,442	0.0266
3	28,802	0.0416
4	22,227	0.0321
5	30,155	0.0436
6	34,214	0.0494
7	29,630	0.0428
Combined Lots 8&9	43,816	0.0633
9	0(MERGED)	----
10	38,188	0.0552
Resultant Lot "C"	50,882	0.0735
New Lot 12	36,477	0.0527
New Lot 13	55,291	0.0799
Resultant Lot 14		
Resultant Lot "A"	197,247	0.2849
16	0(MERGED)	
Resultant Lot "B"		
18		
Frito Lay		
Sum	692,326	1.0000

Willow Pass Business Park
 2.19.3 Landscape-Parcel B
 (Restricted Development Area)
 Exhibit C

Operation and Maintenance Costs
 and
 Replacement and Reconstruction Costs

Lot #	Usable Area	Share of Usable Area
1	106,955	0.0687
2	18,442	0.0119
3	28,802	0.0185
4	22,227	0.0143
5	30,155	0.0194
6	34,214	0.0220
7	29,630	0.0190
Combined Lots 8&9	43,816	0.0282
9	0(Merged)	----
10	38,188	0.0245
Resultant Lot "C"	50,882	0.0327
New Lot 12	36,477	0.0234
New Lot 13	55,291	0.0355
Resultant Lot 14	49,445	0.0318
Resultant Lot "A"	197,247	0.1268
16	0(Merged)	----
Resultant Lot "B"	46,830	0.0301
18	95,642	0.0615
Frito Lay	671,882	0.4318
Sum	1,556,125	1.0000

Willow Pass Business Park
2.19.3 Landscape-Parcel C
(Western Access Road)
Exhibit C

Operation and Maintenance Costs
and
Replacement and Reconstruction Costs

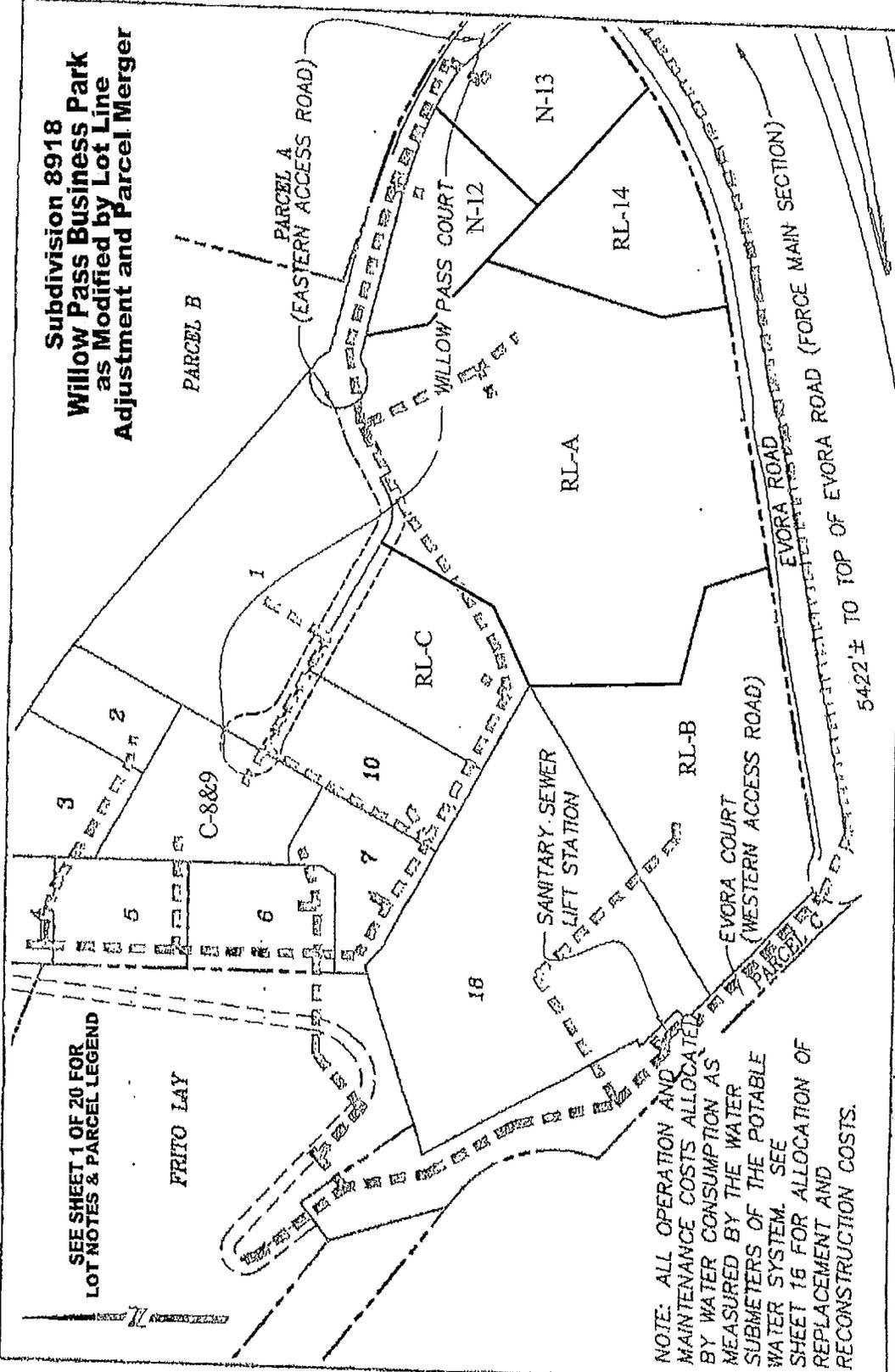
Lot #	Usable Area	Share of Usable Area	Share of Usable Area
1	106,955	0.1356	0.0203
2	18,442	0.0234	0.0035
3	28,802	0.0365	0.0055
4	22,227	0.0282	0.0042
5	30,155	0.0382	0.0057
6	34,214	0.0434	0.0065
7	29,630	0.0376	0.0056
Combined Lots 8&9	43,816	0.0556	0.0083
9	0(Merged)	----	----
10	38,188	0.0484	0.0073
Resultant Lot "C"	50,882	0.0645	0.0097
New Lot 12	36,477	0.0463	0.0069
New Lot 13	55,291	0.0701	0.0105
Resultant Lot 14	49,445	0.0627	0.0094
Resultant Lot "A"	197,247	0.2501	0.0375
16	0(Merged)	----	----
Resultant Lot "B"	46,830	0.0594	0.0089
18			0.2800
Frito Lay			0.5700
Sum	788,601	1.0000	1.0000

Note: A 57% Share has been allocated to the Frito-Lay Lot and a 28% share has been allocated to lot 18. the remaining 15% is allocated between Lots 1 through 17 as calculated above.

**Willow Pass Business Park
2.19.3 Landscape-Evora Road
Exhibit C
Operation and Maintenance Costs
and
Replacement and Reconstruction Costs**

See Pad Formula in Section 2.16

**Subdivision 8918
Willow Pass Business Park
as Modified by Lot Line
Adjustment and Parcel Merger**



SEE SHEET 1 OF 20 FOR
LOT NOTES & PARCEL LEGEND

FRITO LAY

NOTE: ALL OPERATION AND
MAINTENANCE COSTS ALLOCATED
BY WATER CONSUMPTION AS
MEASURED BY THE POTABLE
SUBMETERS OF THE POTABLE
WATER SYSTEM. SEE
SHEET 16 FOR ALLOCATION OF
REPLACEMENT AND
RECONSTRUCTION COSTS.

DATE: 12/28/2019	SCALE: 1"=200'
JOB NO. 9903	DRAWN BY: RBP
SHEET 15 OF 20	

2.19.5 SEWAGE SYSTEM

EXHIBIT C

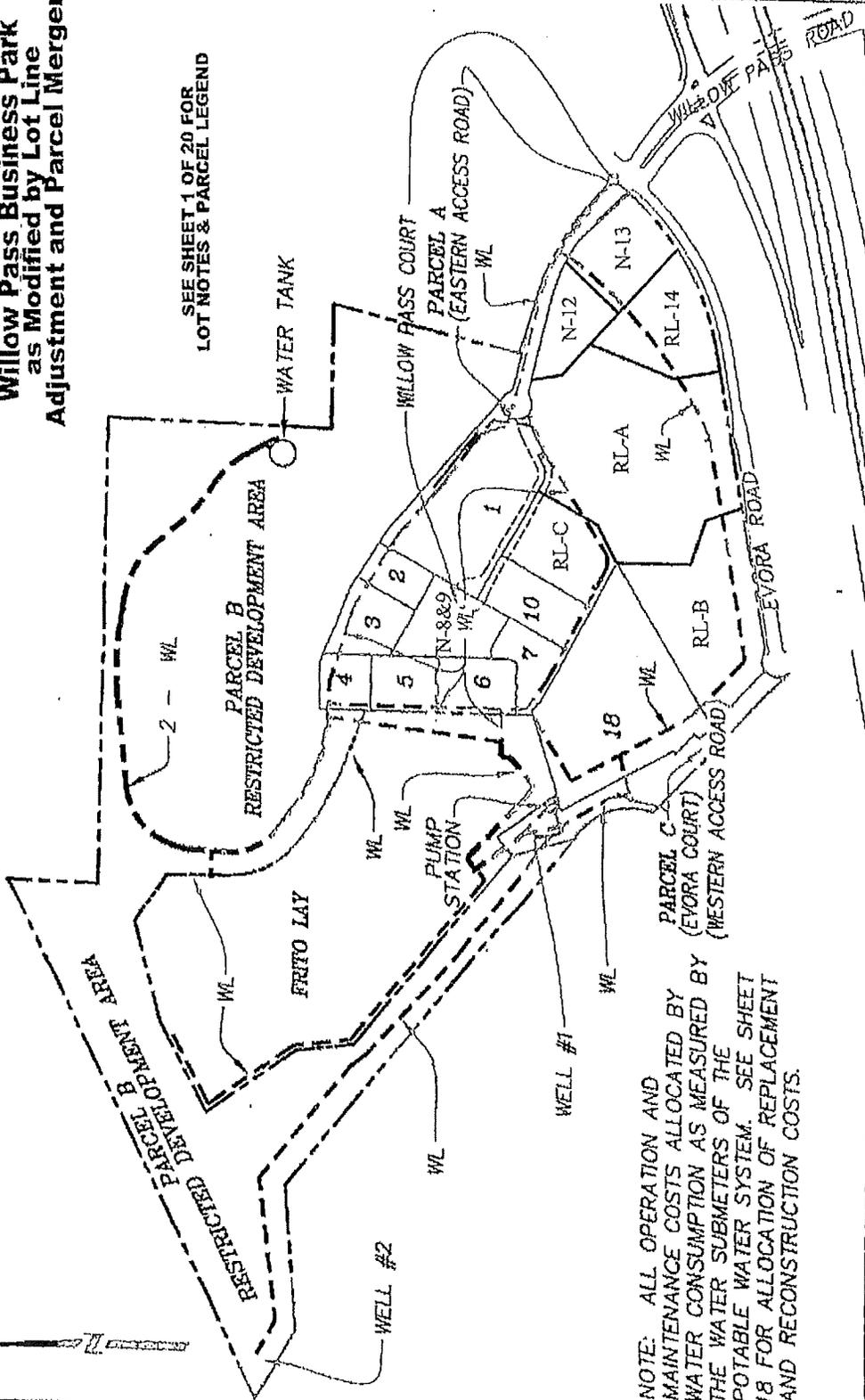
JES ENGINEERING, INC.
LAND ENGINEERING & LAND SURVEYING
 1355 WILLOW WAY, SUITE 105
 CONCORD, CA 94520
 (925) 574-1151
 (925) 674-1314 Fax

**Willow Pass Business Park
2.19.5 Sewage System
Exhibit C
Replacement and Reconstruction Costs**

See Pad Formula in Section 2.16

**Subdivision 8918
Willow Pass Business Park
as Modified by Lot Line
Adjustment and Parcel Merger**

SEE SHEET 1 OF 20 FOR
LOT NOTES & PARCEL LEGEND



NOTE: ALL OPERATION AND
MAINTENANCE COSTS ALLOCATED BY
WATER CONSUMPTION AS MEASURED BY
THE WATER SUBMETERS OF THE
POTABLE WATER SYSTEM. SEE SHEET
18 FOR ALLOCATION OF REPLACEMENT
AND RECONSTRUCTION COSTS.

DATE: 12/28/2019	SCALE: 1"=400'
JOB NO. 9903	DRAWN BY: RBP
SHEET 17 OF 20	

2.19.7(a) POTABLE WATER SYSTEM

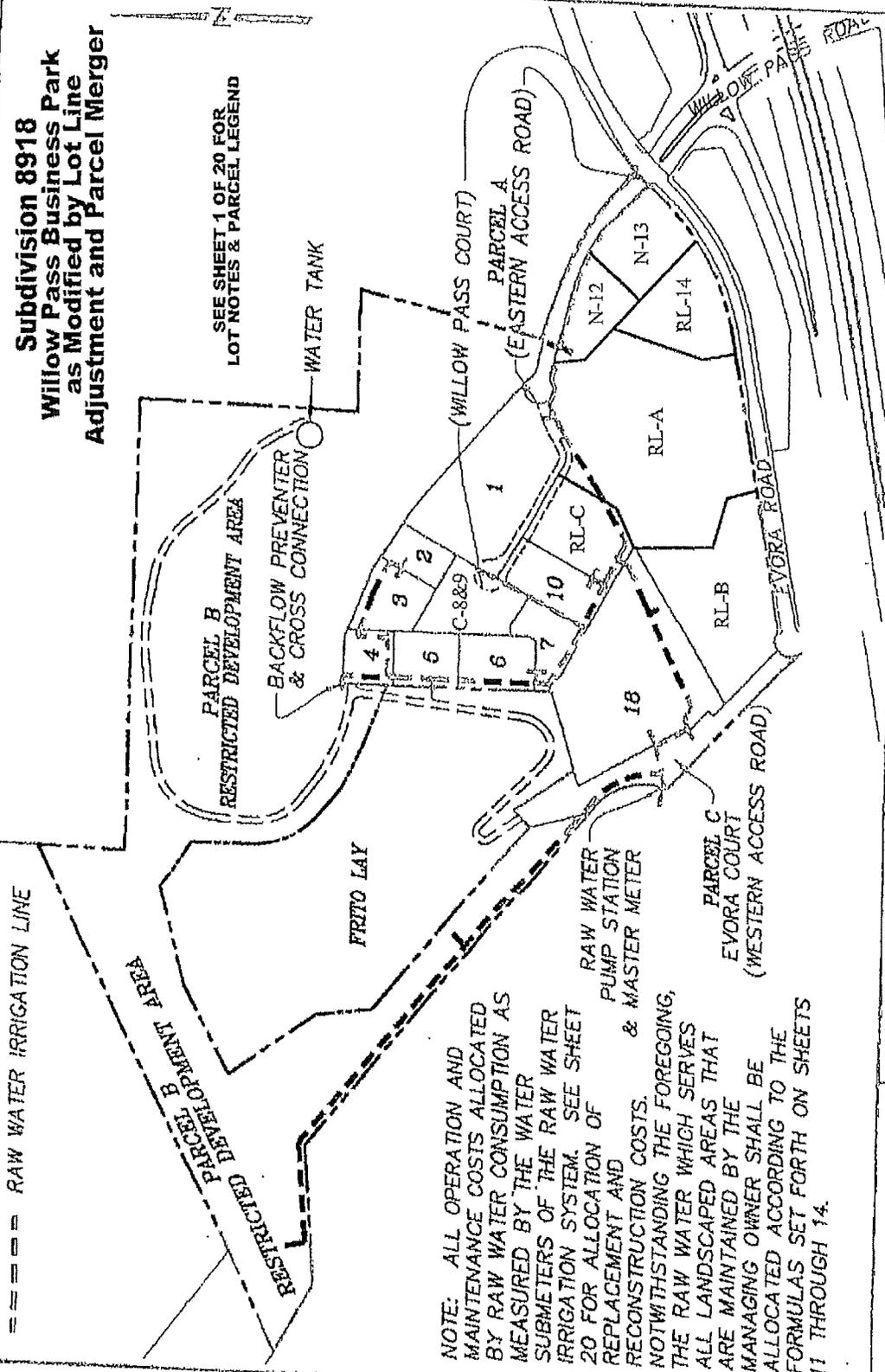
EXHIBIT C

JES ENGINEERING, INC.
Civil Engineering & Land Surveying
 1355 WILLOW WAY, SUITE 105
 CONCORD, CA 94520
 (925)674-1151
 (925)674-1314 FAX

**Willow Pass Business Park
2.19.7(a) Potable Water System
Exhibit C
Replacement and Reconstruction Costs**

See Pad Formula In Section 2.16

**Subdivision 8918
Willow Pass Business Park
as Modified by Lot Line
Adjustment and Parcel Merger**



SEE SHEET 1 OF 20 FOR
LOT NOTES & PARCEL LEGEND

NOTE: ALL OPERATION AND MAINTENANCE COSTS ALLOCATED BY RAW WATER CONSUMPTION AS MEASURED BY THE WATER SUBMETERS OF THE RAW WATER IRRIGATION SYSTEM. SEE SHEET 20 FOR ALLOCATION OF REPLACEMENT AND RECONSTRUCTION COSTS. NOTWITHSTANDING THE FOREGOING, THE RAW WATER WHICH SERVES ALL LANDSCAPED AREAS THAT ARE MAINTAINED BY THE MANAGING OWNER SHALL BE ALLOCATED ACCORDING TO THE FORMULAS SET FORTH ON SHEETS 11 THROUGH 14.

DATE: 12/28/2019	SCALE: 1"=400'
JOB NO. 9903	DRAWN BY: RBP
SHEET 19 OF 20	

EXHIBIT C

2.19.7(b) RAW WATER SYSTEM

JES ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
 1355 WILLOW WAY, SUITE 105
 CONCORD, CA 94520
 (925)674-1151
 (925)674-1314 FAX

Willow Pass Business Park
2.19.7(b) Raw Water System Charges
Allocable to the "Landscaped Area"
Exhibit C
Replacement and Reconstruction Costs

See Pad Formula in Section 2.16

Note: Raw water is used solely for irrigation

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status. Gov. Code Sec. 12956.1(b)(1)

Any person who believes that this document contains an unlawful restrictive covenant as described above may submit to the County Recorder a completed Restrictive Covenant Modification form. A complete copy of the original document must be attached to the Restrictive Covenant Modification form, with the unlawful language redacted. After submission to the Recorder, the form and attached document will be reviewed by County Counsel, and if the attached document properly redacts an unlawful covenant, the form and attached document will be recorded. If you submit a request to record a modification document, you must provide a return address in order for the County Recorder to notify you of the action taken by the County Counsel regarding the form. Gov. Code Sec. 12956.2(a)(1), (b)(1), (c)

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

THIS SPACE FOR RECORDER'S USE ONLY

RESTRICTIVE COVENANT MODIFICATION

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of redacting and eliminating that restrictive covenant as shown on page(s) ___ of the document recorded on _____(date) in book _____ and page _____ or instrument number _____ of the official records of the County of _____, State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document being modified, pursuant to subdivision (d) of Section 12956 of the Government Code.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

Signature of Submitting Party: _____ Date: _____

Print Name: _____

_____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, hereby states that it has determined that the original document referenced above contains an unlawful restriction and this modification may be recorded.

Or
_____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, finds that the original document does not contain an unlawful restriction, or the modification document contains modifications not authorized, and this modification may not be recorded.

County Counsel

By:
Date:

RECORDING REQUESTED BY
OLD REPUBLIC TITLE COMPANY

Escrow No.: 0147022937

WHEN RECORDED MAIL TO

Thomas/DeNova LLC, et al
3100 Oak Road, Suite 140
Walnut Creek, CA 94596

20199023489600021
CONTRA COSTA Co Recorder Office
DEBORAH COOPER, Clerk-Recorder
DOC 2019-0234896-00
Acct 8001-EPN Old Republic Title SF
Tuesday, DEC 31, 2019 08:08:40
SB2 \$0.00|MOD \$21.00|REC \$31.00
FTC \$20.00|RED \$1.00|ERD \$1.00
Ttl Pd \$74.00 Nbr-0003665525
AAV/RC/1-21

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**First Amendment to Supplemental Declaration of Covenants Conditions and
Restrictions of Willow Pass Business Park**

- 1 Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer subject to the imposition of documentary transfer tax
- 2 Exempt from fee per GC27388.1(a)(2); document transfers real property that is a residential dwelling to an owner-occupier
- 3 Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer that is a residential dwelling to an owner-occupier
- 4 Exempt from fee per GC27388.1(a)(1); fee cap of \$225 reached
- 11 Exempt from fee per GC27388.1(a)(2); document is executed or recorded by the state or any county, municipality, or other political subdivision of the state

RECORDED AT THE REQUEST OF:

WHEN RECORDED RETURN TO:

Thomas/DeNova LLC, et al
3100 Oak Road, Ste. 140
Walnut Creek, CA 94597

**FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF
WILLOW PASS BUSINESS PARK**

1. On December 27, 2006, THOMAS/DENOVA LLC, a California limited liability company, THOMAS CONCORD, LLC, a California limited liability company and MEADOW CREEK GROUP, LLC, a California limited liability company, (collectively, "**Declarant**"), recorded the Supplemental Declaration of Covenants, Conditions and Restrictions of Willow Pass Business Park as Document No. 2006-0412523 in the Official Records of the County of Contra Costa, State of California ("**Original Declaration**").

2. The following real property which is described in Section 1.1 of the Original Declaration is subject to the Original Declaration:

All the real property and Improvements thereon located in the County of Contra Costa, State of California, described as follows:

Lots 1 through 18, inclusive, and Parcels A, B and C, inclusive, as shown on the final map of Subdivision 8918 ("**Map of Subdivision 8918**"), filed for record on October 23, 2006, in Book 497 of Subdivision Maps at Pages 6 through 28, inclusive, in the Official Records of the County of Contra Costa, State of California.

3. The undersigned are the Owners of at least fifty-one percent (51%) of the Lots, as defined in Section 2.5 of the Original Declaration, and, as provided in Section 5.1.1 of the Original Declaration, the undersigned Owners provide written consent to the amendments set forth in this First Amendment to the Supplemental Declaration of Covenants, Conditions and Restrictions of Willow Pass Business Park ("**First Amendment**").

4. Lots 1 through 18, as shown on the Map of Subdivision 8918, have been reconfigured by Lot Line Adjustments and a merger as evidenced by grant deeds implementing those lot line adjustments and merger recorded on September 5, 2007, as Document No. 2007-0251537, May 21, 2007, as Document No. 2007-047711, May 21, 2007, as Document No. 2007-0147712, June 27, 2013, as Document No. 2013-0163306, and on December 27, 2019, as Document Nos. 2019-0233124, 2019-0233125 and 2019-0233126, all in the Official Records of the County of Contra Costa, State of California. Lots 1 through 18, as shown on the Map, are now configured, as described in these deeds, as follows:

- a. Lots 1 through 7, inclusive, 10 and 18, as shown on the Map of Subdivision 8918.
- b. Combined Lot 8 and 9, as described in that certain grant deed from Thomas/Denova, LLC to Sierra Pacific Properties, Inc., recorded on September 5, 2007, as Document No. 2007-0251537, in the Official Records of the County of Contra Costa, State of California (“**Combined Lot 8 and 9**”).
- c. New Lot 12, as described in that certain grant deed from Black Diamond Vista II, LLC, to Black Diamond Vista II, LLC, recorded on May 21, 2007, as Document No. 2007-047711, in the Official Records of the County of Contra Costa, State of California (“**New Lot 12**”).
- d. New Lot 13, as described in that certain grant deed from Black Diamond Vista II, LLC, to Black Diamond Vista II, LLC, recorded on May 21, 2007, as Document No. 2007-0147712, in the Official Records of the County of Contra Costa, State of California (“**New Lot 13**”).
- e. Resultant Lot 14, as described in that certain grant deed from Jadwinder Singh and Alkesh Kaur Dhaliwal to Evora Enterprises LP, recorded on September 13, 2018, as Document No. 2018-0146897, in the Official Records of the County of Contra Costa, State of California (“**Resultant Lot 14**”).
- f. Resultant Lot ‘A’, as described on Exhibit “A” and depicted on Exhibit “B” of the grant deed from Thomas/DeNova, LLC, Thomas Concord, LLC, and Meadow Creek Group, LLC. to Thomas/DeNova, LLC, Thomas Concord, LLC, and Meadow Creek Group, LLC, recorded on December 27, 2019, as Document No. 2019-0233124, in the Official Records of the County of Contra Costa, State of California (“**Resultant Lot ‘A’**”).
- g. Resultant Lot ‘B’, as described on Exhibit “A” and depicted on Exhibit “B” of the grant deed from Thomas Concord, LLC, and Meadow Creek Group, LLC. to Thomas Concord, LLC, and Meadow Creek Group, LLC, recorded on December 27, 2019, as Document No. 2019-0233125, in the Official Records of the County of Contra Costa, State of California (“**Resultant Lot ‘B’**”).
- h. Resultant Lot ‘C’, as described on Exhibit “A” and depicted on Exhibit “B” of the grant deed from Sierra Pacific Properties, Inc. to Sierra Pacific Properties, Inc., recorded on December 27, 2019, as Document No. 2019-0233126, in the Official Records of the County of Contra Costa, State of California (“**Resultant Lot ‘C’**”).

5. The Original Declaration is hereby amended by this First Amendment.

6. All of the capitalized terms in this First Amendment shall have the same meanings given them in the Original Declaration unless this First Amendment provides otherwise.

7. Section 2.5 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

2.5 Lot: The term “**Lot**” as used in this Declaration shall refer to each of (i) Lots 1 through 7, inclusive, 10, and 18, as shown on the Map of Subdivision 8918, (ii) Combined Lot 8 and 9, (iii) New Lot 12, (iv) New Lot 13, (v) Resultant Lot 14, (vi) Resultant Lot ‘A’, (vii) Resultant Lot ‘B’,

and (viii) Resultant Lot 'C', for a total of sixteen (16) Lots. The term "Lot" shall also mean any Lot described as such in a Declaration of Annexation.

8. Section 2.6 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

2.6 **Master Declaration:** The term "Master Declaration" as used in this Declaration shall mean the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Willow Pass Business Park as Document No. 2008-0270654 in the Official Records of the County of Contra Costa, State of California, as amended by this First Amended thereto and any subsequently duly adopted amendment to said Second Amended and Restated Declaration.

9. Section 2.9.1 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

The term "Access Road" shall mean the roadway serving Lots 1 through 7, inclusive, and 10, as shown on the Map, Combined Lot 8 and 9, Resultant Lot 'A' and Resultant Lot 'C', shown as "Access Road" on Exhibit "A" attached to the Original Declaration.

10. Section 2.10 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

The term "Roadway Lots" shall mean each of Lots 1 through 7, inclusive, and 10, as shown on the Map, Combined Lot 8 and 9, Resultant Lot 'A' and Resultant Lot 'C'; provided, however, in the case of the Circulation Road, the term "Roadway Lots" shall mean Lots 1 through 7, inclusive, as shown on the Map, and Combined Lot 8 and 9. The Original Declaration as modified by this First Amendment may not be amended to eliminate the rights of any Owner to use the Access Road and the Circulation Road without the express consent of that Owner.

11. Section 2.11 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

The term "Roadway Owners" shall mean the Owner of each of Lots 1 through 7, inclusive, and 10, as shown on the Map, Combined Lot 8 and 9, Resultant Lot 'A' and Resultant Lot 'C'; however, in the case of the Circulation Road, the term "Roadway Owners" shall mean the Owners of each of Lots 1 through 7, inclusive, and Combined Lot 8 and 9, as shown on the Map.

12. Exhibits "A" and "B" to the Original Declaration are replaced in their entirety with Exhibits "A" and "B" attached hereto and incorporated herein by this reference as though set forth in full.

13. Except as expressly stated herein, all of the provisions of the Original Declaration are restated and affirmed and shall remain in full force and effect.

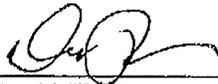
14. This First Amendment shall be effective upon the date of its recordation in the Official Records of the County of Contra Costa, State of California.

IN WITNESS WHEREOF, the undersigned, as the Owners of the entirety of Lots 2, 5, 8, 9, 10, 11, 15, 16, 17 and 18, as shown on the Map of Subdivision 8918, and as defined in Section 2.5 of the Original Declaration, have executed this First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions of Willow Pass Business Park on this 27 day of December, 2019.

MEADOW GROUP, LLC,
a California limited liability company

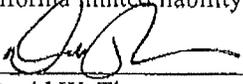
THOMAS CONCORD, LLC,
a California limited liability company

By: _____
David B. Sanson,
Its Managing Member

By:  _____
David W. Thomas,
Its authorized agent

THOMAS/DENOVA, LLC,
a California limited liability company

MCG-WPBP, LLC,
a California limited liability company

By:  _____
David W. Thomas,
Its authorized agent

By: Meadow Creek Group, LLC,
a California limited liability company,
Its Sole Member

By: DeNova Homes, Inc.,
a California corporation,
Its Manager

By: _____
David B. Sanson, Its Manager

By: _____
David B. Sanson, Its President

TRECON PROPERTIES, LLC,
a California limited liability company

SIERRA PACIFIC PROPERTIES, INC.
a California corporation

By: David B. Sanson and Lori J. Sanson
Revocable Trust, dated October 3, 1997,
Its Manager

By: _____
Kathleen M. Blackard
Asst. Vice President/Asst. Secretary

By: _____
David B. Sanson, Trustee

By: _____
Lori J. Sanson, Trustee

IN WITNESS WHEREOF, the undersigned, as the Owners of the entirety of Lots 2, 5, 8, 9, 10, 11, 15, 16, 17 and 18, as shown on the Map of Subdivision 8918, and as defined in Section 2.5 of the Original Declaration, have executed this First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions of Willow Pass Business Park on this 27 day of December, 2019.

MEADOW GROUP, LLC,
a California limited liability company

By: 
David B. Sanson,
Its Managing Member

THOMAS CONCORD, LLC,
a California limited liability company

By: _____
David W. Thomas,
Its authorized agent

THOMAS/DENOVA, LLC,
a California limited liability company

By: _____
David W. Thomas,
Its authorized agent

MCG-WPBP, LLC,
a California limited liability company

By: Meadow Creek Group, LLC,
a California limited liability company,
Its Sole Member

By: DeNova Homes, Inc.,
a California corporation,
Its Manager

By: 
David B. Sanson, Its Manager

By: 
David B. Sanson, Its President

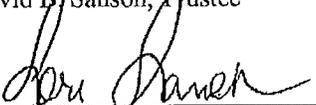
TRECON PROPERTIES, LLC,
a California limited liability company

By: David B. Sanson and Lori J. Sanson
Revocable Trust, dated October 3, 1997,
Its Manager

SIERRA PACIFIC PROPERTIES, INC.
a California corporation

By: _____
Kathleen M. Blackard
Asst. Vice President/Asst. Secretary

By: 
David B. Sanson, Trustee

By: 
Lori J. Sanson, Trustee

IN WITNESS WHEREOF, the undersigned, as the Owners of the entirety of Lots 2, 5, 8, 9, 10, 11, 15, 16, 17 and 18, as shown on the Map of Subdivision 8918, and as defined in Section 2.5 of the Original Declaration, have executed this First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions of Willow Pass Business Park on this 21 day of December, 2019.

MEADOW GROUP, LLC,
a California limited liability company

By: _____
David B. Sanson,
Its Managing Member

THOMAS/DENOVA, LLC,
a California limited liability company

By: _____
David W. Thomas,

By: DeNova Homes, Inc.,
a California corporation,
Its Manager

By: _____
David B. Sanson, Its President

TRECON PROPERTIES, LLC,
a California limited liability company

By: David B. Sanson and Lori J. Sanson
Revocable Trust, dated October 3, 1997,
Its Manager

By: _____
David B. Sanson, Trustee

By: _____
Lori J. Sanson, Trustee

THOMAS CONCORD, LLC,
a California limited liability company

By: _____
David W. Thomas,
Its authorized agent

MCG-WPBP, LLC,
a California limited liability company

By: Meadow Creek Group, LLC,
a California limited liability company,
Its Sole Member

By: _____
David B. Sanson, Its Manager

SIERRA PACIFIC PROPERTIES, INC.
a California corporation

By: 
Kathleen M. Blackard
Asst. Vice President/Asst. Secretary

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 } ss.
COUNTY OF Contra Costa

On 12/30/19, before me, Cindy Renata Gomez Notary Public, personally appeared David B. Sanson, 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]
Signature

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 } ss.
COUNTY OF Contra Costa

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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]
Signature

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 the December 27, 2019 before me, S. Hamilton a Notary Public, personally appeared David W. Thomas, 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.

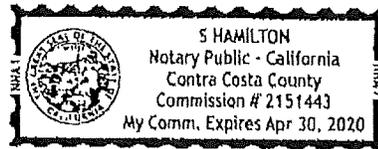
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

Name: S. Hamilton
(Typed or Printed)

(Seal)



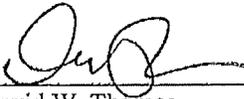
CERTIFICATE OF OWNERS

The undersigned Owners do hereby certify that the Owners of fifty-one percent (51%) of the Lots, based on one (1) vote for each Lot, approved the this First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions of Willow Pass Business Park by written consent.

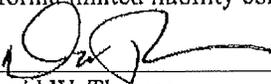
MEADOW GROUP, LLC,
a California limited liability company

By: _____
David B. Sanson,
Its Managing Member

THOMAS CONCORD, LLC,
a California limited liability company

By:  _____
David W. Thomas,
Its authorized agent

THOMAS/DENOVA, LLC,
a California limited liability company

By:  _____
David W. Thomas,

By: DeNova Homes, Inc.,
a California corporation,
Its Manager

MCG-WPBP, LLC,
a California limited liability company

By: Meadow Creek Group, LLC,
a California limited liability company,
Its Sole Member

By: _____
David B. Sanson, Its Manager

By: _____
David B. Sanson, Its President

TRECON PROPERTIES, LLC,
a California limited liability company

By: David B. Sanson and Lori J. Sanson
Revocable Trust, dated October 3, 1997,
Its Manager

By: _____
David B. Sanson, Trustee

By: _____
Lori J. Sanson, Trustee

CERTIFICATE OF OWNERS

The undersigned Owners do hereby certify that the Owners of fifty-one percent (51%) of the Lots, based on one (1) vote for each Lot, approved the this First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions of Willow Pass Business Park by written consent.

MEADOW GROUP, LLC,
a California limited liability company

By: 
David B. Sanson,
Its Managing Member

THOMAS CONCORD, LLC,
a California limited liability company

By: _____
David W. Thomas,
Its authorized agent

THOMAS/DENOVA, LLC,
a California limited liability company

By: _____
David W. Thomas,

By: DeNova Homes, Inc.,
a California corporation,
Its Manager

MCG-WPBP, LLC,
a California limited liability company

By: Meadow Creek Group, LLC,
a California limited liability company,
Its Sole Member

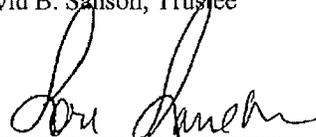
By: 
David B. Sanson, Its Manager

By: 
David B. Sanson, Its President

TRECON PROPERTIES, LLC,
a California limited liability company

By: David B. Sanson and Lori J. Sanson
Revocable Trust, dated October 3, 1997,
Its Manager

By: 
David B. Sanson, Trustee

By: 
Lori J. Sanson, Trustee

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.

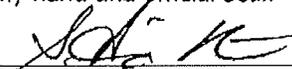
State of California

County of Contra Costa

On the December 27, 2019 before me, S. Hamilton a Notary Public, personally appeared David W. Thomas, 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.

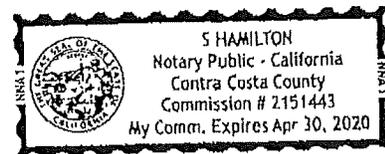
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

Name: S. Hamilton
(Typed or Printed)

(Seal)



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STATE OF CALIFORNIA } ss.
COUNTY OF Contra Costa

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[Signature]
Signature

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STATE OF CALIFORNIA } ss.
COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, 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

EXHIBITS

- A Roadway Plat: Access Road and Circulation Road
- B Signage Plat

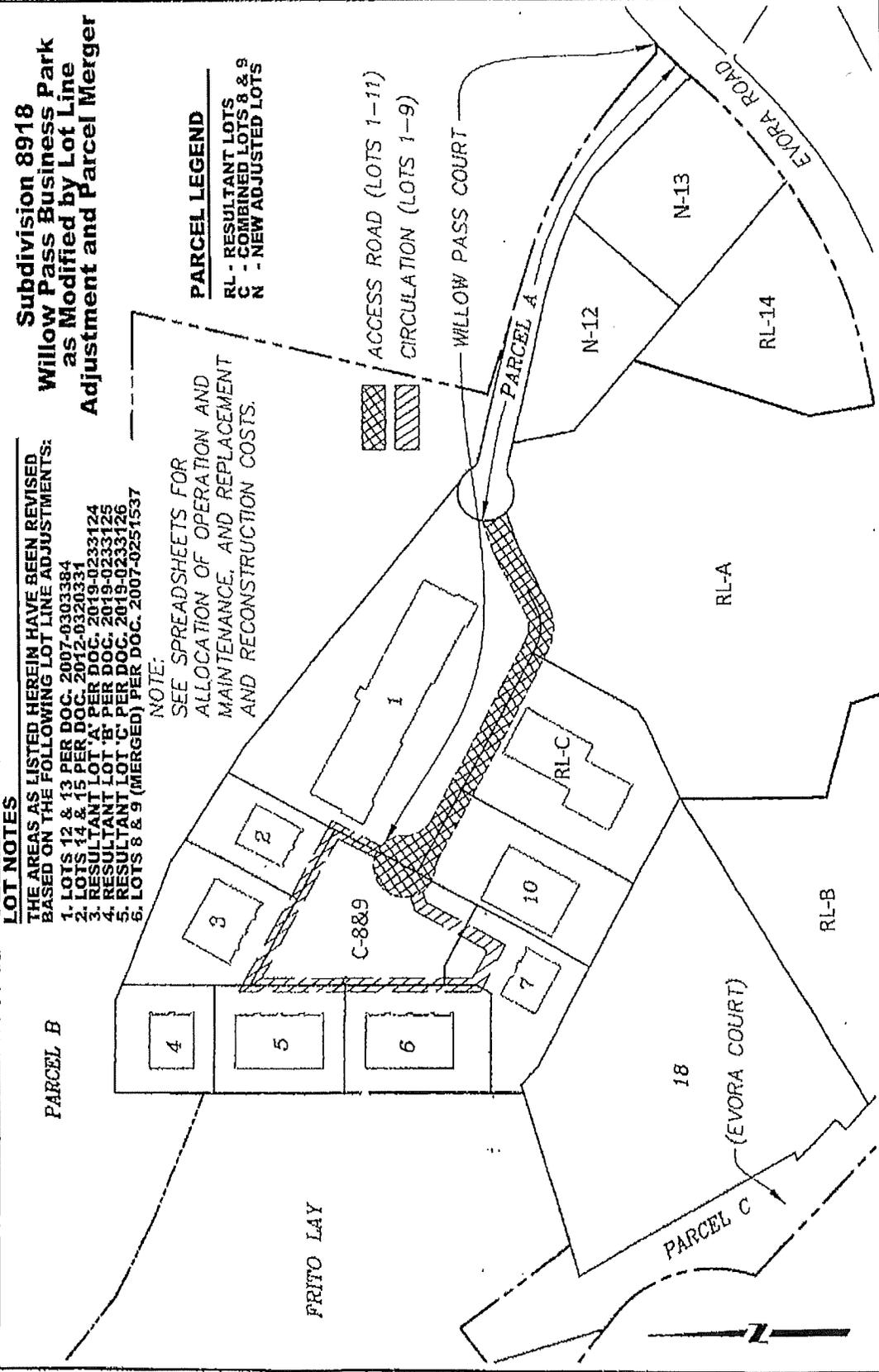
**Subdivision 8918
Willow Pass Business Park
as Modified by Lot Line
Adjustment and Parcel Merger**

LOT NOTES
THE AREAS AS LISTED HEREIN HAVE BEEN REVISED
BASED ON THE FOLLOWING LOT LINE ADJUSTMENTS:
1. LOTS 12 & 13 PER DOC. 2007-0303384
2. LOTS 14 & 15 PER DOC. 2012-0320331
3. RESULTANT LOT 'A' PER DOC. 2019-0233124
4. RESULTANT LOT 'B' PER DOC. 2019-0233125
5. RESULTANT LOT 'C' PER DOC. 2019-0233126
6. LOTS 8 & 9 (MERGED) PER DOC. 2007-0251537

NOTE:
SEE SPREADSHEETS FOR
ALLOCATION OF OPERATION AND
MAINTENANCE, AND REPLACEMENT
AND RECONSTRUCTION COSTS.

PARCEL LEGEND

- RL - RESULTANT LOTS
- C - COMBINED LOTS 8 & 9
- N - NEW ADJUSTED LOTS



DATE: 12/28/2019	SCALE: 1"=200'
JOB NO. 9905	DRAWN BY: RBP
SHEET 1 OF 3	
EXHIBIT A	

**ROADWAY PLAT
ACCESS ROAD AND CIRCULATION ROAD**

JES ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
1355 WILLOW WAY, SUITE 105
CONCORD, CA 94520
(925)574-1151
(925)574-1312 FAX

Willow Pass Business Park
 Access Road
 (Lots 1-7, C-8 & 9, RL-'A' & RL-'C')
 Exhibit A
 Operation and Maintenance Costs
 and

Replacement and Reconstruction Costs

Lot #	Usable Area	Share of Usable Area
1	106,955	0.1781
2	18,442	0.0307
3	28,802	0.0480
4	22,227	0.0370
5	30,155	0.0502
6	34,214	0.0570
7	29,630	0.0493
Combined Lots 8&9	43,816	0.0730
9	0(MERGED)	-----
10	38,188	0.0636
Resultant Lot "C"	50,882	0.0847
New Lot 12		
New Lot 13		
Resultant Lot 14		
Resultant Lot "A"	197,247	0.3284
16	0(MERGED)	-----
Resultant Lot "B"		
18		
Frito Lay		
Sum	600,558	1.0000

Willow Pass Business Park
 Circulation Road
 (Lots 1-7, C-8 & 9)
 Exhibit A
 Operation and Maintenance Costs
 and
 Replacement and Reconstruction Costs

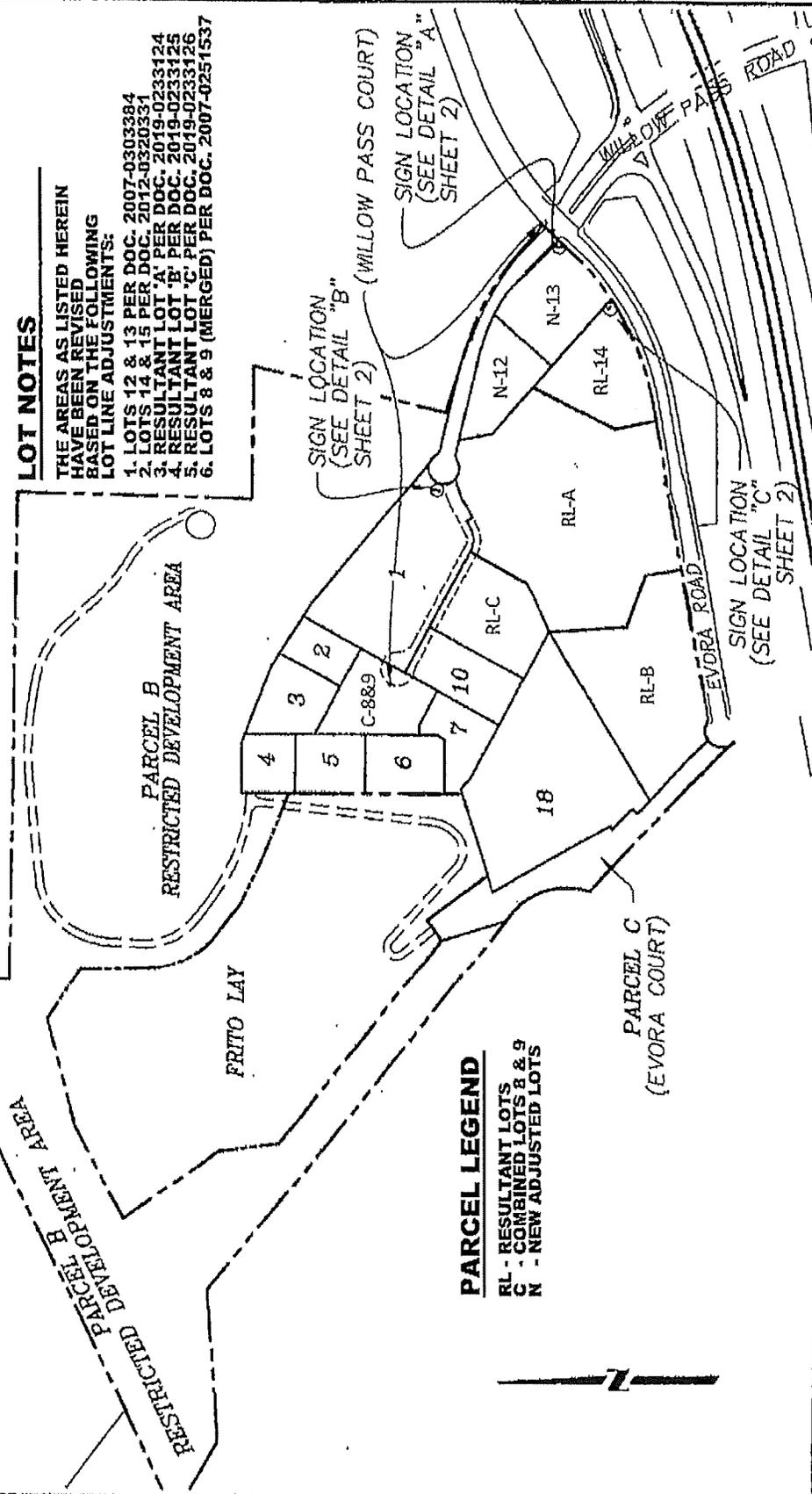
Lot #	Usable Area	Share of Usable Area
1	35,650	0.1467
2	18,442	0.0759
3	28,802	0.1186
4	22,227	0.0915
5	30,155	0.1241
6	34,214	0.1408
7	29,630	0.1220
Combined Lots 8&9	43,816	0.1804
9	0(MERGED)	----
10		
Resultant Lot "C"		
New Lot 12		
New Lot 13		
Resultant Lot 14		
Resultant Lot "A"		
16	0(MERGED)	----
Resultant Lot "B"		
18		
Frito Lay		
Sum	242,936	1.0000

**Subdivision 8918
Willow Pass Business Park
as Modified by Lot Line
Adjustment and Parcel Merger**

LOT NOTES

THE AREAS AS LISTED HEREIN
HAVE BEEN REVISED
BASED ON THE FOLLOWING
LOT LINE ADJUSTMENTS:

1. LOTS 12 & 13 PER DOC. 2007-0303384
2. LOTS 14 & 15 PER DOC. 2012-0320331
3. RESULTANT LOT 'A' PER DOC. 2019-0233124
4. RESULTANT LOT 'B' PER DOC. 2019-0233126
5. RESULTANT LOT 'C' PER DOC. 2019-0233126
6. LOTS 8 & 9 (MERGED) PER DOC. 2007-0251537



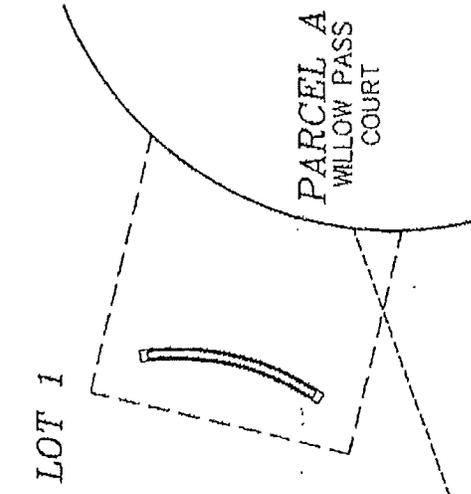
PARCEL LEGEND

- RL - RESULTANT LOTS
- C - COMBINED LOTS 8 & 9
- N - NEW ADJUSTED LOTS

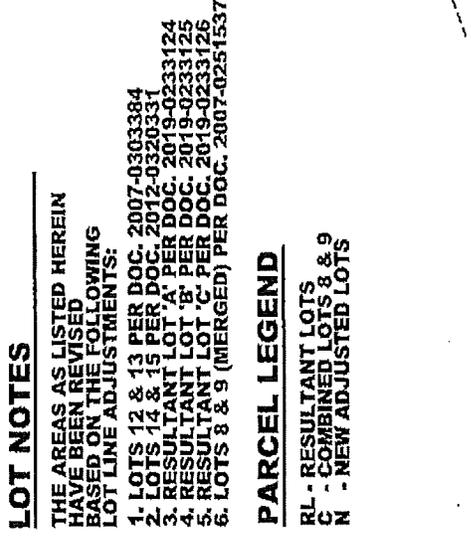
DATE: 12/28/2019	SCALE: 1"=400'
JOB NO. 9903	DRAWN BY: RBP
SHEET 1 OF 3	
EXHIBIT B	

SIGNAGE PLAT

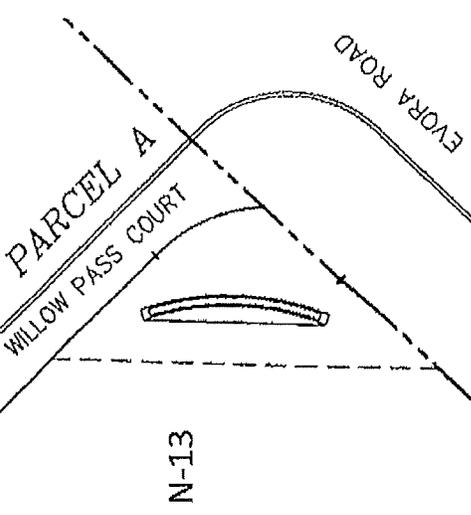
JES ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
 1355 WILLOW WAY, SUITE 105
 CONCORD, CA 94520
 (925)674-1151
 (925)674-1314 FAX



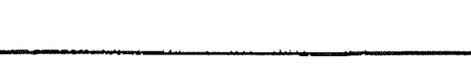
DETAIL "A"
SCALE: 1"=20'



DETAIL "B"
SCALE: 1"=20'



DETAIL "C"
SCALE: 1"=20'



LOT NOTES

THE AREAS AS LISTED HEREIN
HAVE BEEN REVISED
BASED ON THE FOLLOWING
LOT LINE ADJUSTMENTS:

1. LOTS 12 & 13 PER DOC. 2007-0303384
2. LOTS 14 & 15 PER DOC. 2012-0320331
3. RESULTANT LOT 'A' PER DOC. 2019-0233124
4. RESULTANT LOT 'B' PER DOC. 2019-0233125
5. RESULTANT LOT 'C' PER DOC. 2019-0233126
6. LOTS 8 & 9 (MERGED) PER DOC. 2007-0251537

PARCEL LEGEND

- RL - RESULTANT LOTS
- C - COMBINED LOTS 8 & 9
- N - NEW ADJUSTED LOTS

Subdivision 8918
Willow Pass Business Park
as Modified by Lot Line
Adjustment and Parcel Merger

DATE: 12/28/2019	SCALE: 1"=20'
JOB NO. 9903	DRAWN BY: RBP
SHEET 2 OF 3	
EXHIBIT B	

SIGNAGE PLAT
DETAIL SHEET

JES ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
1355 WILLOW WAY, SUITE 105
CONCORD, CA 94520
(925)674-1151
(925)674-1314 FAX

Willow Pass Business Park
Signage
(Lots 1-7, C-8 & 9, Lot 10, N-12, N-13, RL-'A', RL-'B', RL-'C' & Lot 18)
Exhibit B
Operation and Maintenance Costs
and
Replacement and Reconstruction Costs

Lot #	Usable Area	Share of Usable Area
1	106,955	0.1210
2	18,442	0.0209
3	28,802	0.0326
4	22,227	0.0251
5	30,155	0.0341
6	34,214	0.0387
7	29,630	0.0335
Combined Lots 8&9	43,816	0.0496
9	0(MERGED)	----
10	38,188	0.0432
Resultant Lot "C"	50,882	0.0575
New Lot 12	36,477	0.0413
New Lot 13	55,291	0.0625
Resultant Lot 14	49,445	0.0559
Resultant Lot "A"	197,247	0.2231
16	0(MERGED)	----
Resultant Lot "B"	46,830	0.0530
18	95,642	0.1082
Sum	884,243	1.0000

RECORDING REQUESTED BY:

Fidelity National Title Company

AND WHEN RECORDED MAIL TO

Contra Costa County Public Works
Department
255 Glacier Drive
Martinez, CA 94553

Escrow No.:

Locate No.: CAFNT0907-0907-0051-0001738768

Title No.: 06-1738768-ML



CONTRA COSTA Co Recorder Office

STEPHEN L. WEIR, Clerk-Recorder

DOC- 2006-0338600-00

Check Number

Monday, OCT 23, 2006 08:49:00

FRE \$0.00!!

Ttl Pd \$0.00

Nbr-0003456012

kat/R6/1-9

9

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEFERRED IMPROVMENT AGREEMENT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

Recorded at the request of:
Contra Costa County
Public Works Department
Engineering Services Division
Return to:
Public Works Department
Engineering Services Division
Records Section

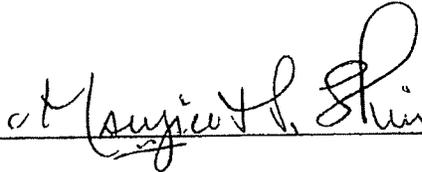
Area: Bay Point
Road: Evora Road
Co. Road No: 5085
Project: SD 04-08918
APN: 099-160-015, -019, -020, -025, -028, -029

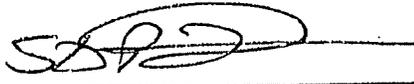
DEFERRED IMPROVEMENT AGREEMENT
(Project: SD 04-08918)

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

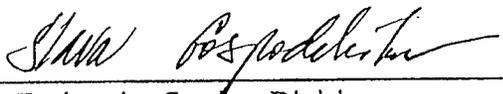
CONTRA COSTA COUNTY
Maurice M. Shiu, Public Works Director

OWNER: (See note below)

By:  _____

(signature)  _____
Thomas/DeNova, LLC Steven P. Thomas

RECOMMENDED FOR APPROVAL:

By:  _____
Engineering Services Division

(signature)  _____
David B. Sanson

FORM APPROVED: Victor J. Westman, County Counsel

(NOTE: This document is to be acknowledged with signatures as they appear on deed of title. If Owner is incorporated, signatures must conform with the designated representative groups pursuant to Corporations Code §313.)

(see attached notary)

- PARTIES.** Effective on 9/19/06, the County of Contra Costa, hereinafter referred to as "County" and Thomas/DeNova, LLC hereinafter referred to as "Owner" mutually agree and promise as follows:
- PURPOSE.** Owner desires to develop the property described in Exhibit "A" attached hereto and wishes to defer construction of permanent improvements, and County agrees to such deferment if Owner constructs improvements as herein promised.
- AGREEMENT BINDING ON SUCCESSORS IN INTEREST.** This agreement is an instrument affecting the title or possession of the real property described in Exhibit "A." All the terms, covenants and conditions herein imposed are for the benefit of County and the real property or interest therein which constitutes the County road and highway system and shall be binding upon and inure to the benefit of the land described in Exhibit "A" and the successors in interest of Owner. Upon sale or division of the property described in Exhibit "A", the terms of this agreement shall apply separately to each parcel, and the owner of each parcel shall succeed to the obligations imposed on Owner by this agreement. Upon annexation to any city, Owner, or those who succeed him as owner of the property described in Exhibit "A," shall fulfill all the terms of this agreement upon demand by such city as though Owner had contract with such city originally. Any annexing city shall have all rights of a third party beneficiary.

4. STREET AND DRAINAGE IMPROVEMENTS:

A. The improvements set forth in this section may be deferred by Owner and shall be constructed when required in the manner set forth in this agreement. The deferred improvements required by County Department of Public Works are generally described on Exhibit "B" attached hereto. Each of said improvements relate to the use, repair, maintenance or improvement of, or payment of taxes, special assessments or fees on, the property described in Exhibit "A."

B. When County Public Works Director determines that there is no further reason to defer construction of the improvements because their construction is necessary for the public health, welfare and safety and/or is necessary to the orderly development of the surrounding area, he shall notify Owner in writing to commence their installation and construction. The notice shall be mailed to the current owner or owners of the property as shown on the latest adopted County assessment roll. The notice shall describe the work to be done by Owner, the time within which the work shall commence and the time within which the work shall be completed. All or any portion of said improvements may be required at a specified time. Each Owner shall participate on a pro rata basis in the cost of the improvements to be installed. If Owner is obligated to pay a pro rata share of a cost of a facility provided by others, the notice shall include the amount to be paid and the time when payments must be made.

5. PERFORMANCE OF THE WORK. Owner shall perform the work and make the payments required by County as set forth herein or as modified by the Board of Supervisors. Owner shall cause plans and specifications for the improvements to be prepared by competent persons legally qualified to do the work and shall submit said improvement plans and specifications for approval prior to commencement of the work described in the notice and to pay County inspection fees. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval. Owner agrees to commence and complete the work within the time specified in the notice given by the Director of Public Works and to notify the County at least 48 hours prior to start of work. In the event Owner or his successor(s) in interest fails to construct any of the improvements required under this agreement, County may, at its option, do the work. A lien is hereby created on all property described in Exhibit "A" for the cost of such work. If County sues to compel performance of this agreement, to recover the cost of completing the improvements or to enforce the aforementioned lien, Owner shall pay all reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by County in connection therewith, and said attorney's fees, costs and other expenses shall also become a lien on the property described in Exhibit "A". If the property described in Exhibit "A" is subdivided at the time said liens are imposed, the amount of said liens shall be divided proportionately among the various parcels. Permission to enter onto the property of Owner is granted to County or its contractor as may be necessary to construct the improvements covered by this agreement.

6. JOINT COOPERATIVE PLAN. Upon notice by County, Owner agrees to cooperate with other property owners, the County, and other public agencies to provide the improvements set forth herein under a joint cooperative plan including the formation of a local improvement district, if this method is feasible to secure the installation and construction of the improvements.

7. REVIEW OF REQUIREMENTS. If Owner disagrees with the requirements set forth in any notice to commence installation of improvements, he shall, within 30 days of the date the notice was mailed, request a review of the requirements by the Board of Supervisors of County. The decision of this Board shall be binding upon both County and Owner.

8. ACCEPTANCE OF IMPROVEMENTS. County agrees to accept those improvements specified in Exhibit "B" which are constructed and completed in accordance with County standards and requirements and are installed within rights of way or easements dedicated and accepted by resolution of the Board of Supervisors. Owner agrees to provide any necessary temporary drainage facilities, access road or other required improvements, to assume responsibility for the proper functioning thereof, to submit plans to the appropriate County agency for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

9. BONDS. Prior to County approval of improvement plans, Owner may be required to execute and deliver to the County a faithful performance bond and a payment bond in an amount and form acceptable to County to be released by the Board of Supervisors in whole or in part upon completion of the work required and payment of all persons furnishing labor and materials in the performance of the work.

10. INSURANCE. Owner shall maintain, or shall require any contractor engaged to perform the work to maintain, at all times during the performance of the work called for herein a separate policy of insurance in a form and amount acceptable to County.

11. INDEMNITY. Owner shall defend, indemnify and save harmless the County, its officers, agents and employees, from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of Owner, his developer, contractors, subcontractors, employees, agents, or anyone directly or indirectly employed by any of them, or arising in any way from work called for by this agreement, on any part of the premises, including those matters arising out of the deferment of permanent drainage facilities or the adequacy, safety, use or non-use of temporary drainage facilities, or the performance or nonperformance of the work. This provision shall not be deemed to require the Owner to indemnify the County against the liability for damage arising from the sole negligence or willful misconduct of the County or its agents, servants, or independent contractors who are directly responsible to the County.

338600

SD 04-08918

(Dev/No return)

EXHIBIT "A"

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

All of Parcels 099-160-015, -019, -020, -025, -028, -029 designated as Lots 1-18 as shown on the final map of Subdivision 04-08918, on file at the County Recorder's Office as follows:

Date: OCT 23 2006
Book: 497
Page: 6

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

338600

State of California }
County of Contra Costa } SS.

On July 14, 2006, before me, Christine J. Mazzera, Notary Public,
Date

personally appeared David B. Sanson
Name(s) of Signer(s)

personally known to me - OR - 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.



WITNESS my hand and official seal.

Christine J. Mazzera
Signature of Notary Public

----- OPTIONAL -----

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: Deferred Improvement Agreement

Document Date: _____ Number of Pages: 4

Signer(s) Other Than Named Above: Steven P. Thomas, Maurice M. Shiu, Victor J. Westman

Capacity(ies) Claimed by Signer

Signer's Name: David B. Sanson

Corporate Office - Title(s): President

Partner - Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is representing: Thomas/DeNova, LLC.

338600

RE: SD 04-08918

EXHIBIT "B"

IMPROVEMENTS

Improvements required by Contra Costa County Community Development Department and the County Ordinance Code as a condition of approval for the above-referenced development are located along Evora Road for Parcels 099-160-015, -019, -020, -025, -028, -029, described in Exhibit "A":

1. All existing utility distribution facilities along the north side of the Evora Road frontage shall be placed underground.
2. Submit improvement plans to the Public Works Department, Engineering Services Division, for review; pay an inspection and plan review fee.

CONSTRUCTION

Any necessary relocation of utility facilities shall be the responsibility of the owner or his agent.

The construction of the above deferred improvements shall begin as outlined in Item 4B of the agreement or when either of the following occurs:

1. Evora Road is constructed to its ultimate planned width by the County or by an assessment district.
2. Frontage improvements are constructed adjacent to the subject property.

It is the intent at this time that the "pro rata basis" of costs, as specified in Item 4B of the agreement, shall mean that the owners of each parcel shall pay 1/18th of the costs.

338600

STATE OF California

COUNTY OF Contra Costa

On 7-13-06 before me, Karen L. Zook, Notary Public
(Name of Notary Public)

personally appeared Steven P. Thomas

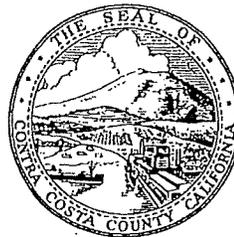
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Karen L. Zook
(Signature of Notary Public)



(This area for notarial seal)



C.17
Contra
Costa
County

TO: BOARD OF SUPERVISORS
FROM: MAURICE M. SHIU, PUBLIC WORKS DIRECTOR
DATE: September 19, 2006

SUBJECT: **Approving Deferred Improvement Agreement along Evora Road for Subdivision 04-08918, (APN 099-160-015, -019, -020, -025, -028, -029), for project being developed by Thomas/DeNova, LLC Bay Point area. (District V)**

SPECIFIC REQUEST(S) OR RECOMMENDATION(S) & BACKGROUND AND JUSTIFICATION

RECOMMENDATION(S):

ADOPT Resolution No. 2006/567 for Subdivision 04-08918, approving deferred Improvement Agreement along Evora Road, being developed by Thomas/DeNova, LLC, Bay Point area. (District V)

FISCAL IMPACT:

None.

BACKGROUND/REASON(S) FOR RECOMMENDATION(S):

The Public Works Department has reviewed the Deferred Improvement Agreement and has determined that it satisfies Condition of Approval #64 for Subdivision 04-08918.

CONSEQUENCES OF NEGATIVE ACTION:

The Deferred Improvement Agreement will not be executed.

Continued on Attachment: SIGNATURE: Keim Enigh

- RECOMMENDATION OF COUNTY ADMINISTRATOR
- RECOMMENDATION OF BOARD COMMITTEE
- APPROVE OTHER

SIGNATURE(S): Julie Ross

ACTION OF BOARD ON September 19, 2006 APPROVED AS RECOMMENDED OTHER

VOTE OF SUPERVISORS
 UNANIMOUS (ABSENT III)
AYES: _____ NOES: _____
ABSENT: _____ ABSTAIN: _____

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: September 19, 2006
JOHN CULLEN, Clerk of the Board of Supervisors and County Administrator

By [Signature], Deputy

LS:vz
G:\EngSvc\BO\2006\09-19\SD 04-08918 BO-12.doc

Originator: Public Works (ES)
Contact: S. Gospodchikov (313-2316)
cc: Current Planning, Community Development
Fidelity National Title
2150 John Glen Drive, Suite 300
Concord, CA 94520
Attn: Marty Loza

Recorded at the request of:
 Contra Costa County
 Board of Supervisors
 Return to:
 Public Works Department
 Engineering Services Division

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Resolution on September 19, 2006 by the following vote:

AYES: SUPERVISORS UILKEMA,
 DeSAULNIER, GLOVER, GIOIA
 NONE: NONE
 ABSENT: SUPERVISOR PIEPHO
 ABSTAIN: NONE

RESOLUTION NO. 2006/ 567

SUBJECT: Approving Deferred Improvement Agreement along Evora Road for Subdivision 04-08918, (APN 099-160-015, -019, -020, -025, -028, -029), for project being developed by Thomas/DeNova, LLC Bay Point area. (District V)

The Public Works Director has recommended that he be authorized to execute a Deferred Improvement Agreement with Thomas/DeNova, LLC, as required by the Conditions of Approval for Subdivision 04-08918. This agreement would permit the deferment of placing existing utility distribution facilities underground along Evora Road which is located West of Willow Pass Road in the Bay Point area.

IT IS BY THE BOARD RESOLVED that the recommendation of the Public Works Director is **APPROVED**.

LS:vz
 G:\EngSvc\BO\2006\09-19\SD 04-08918 BO-12.doc

Originator: Public Works (ES)
 Contact: S. Gospodchikov (313-2316)
 Recording to be completed by Title Company
 cc: Current Planning, Community Development
 Fidelity National Title
 2150 John Glen Drive, Suite 300
 Concord, CA 94520
 Attn: Marty Loza

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown

ATTESTED: September 19, 2006
 JOHN CULLEN, Clerk of the Board of Supervisors and
 County Administrator

By , Deputy

RESOLUTION NO. 2006/ 567

END OF DOCUMENT