

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

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

APN: 195-151-009

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**GRANT DEED OF DEVELOPMENT RIGHTS
(Creek Structure Setback Area)**

This Grant Deed of Development Rights is made by and between the Grantor, Alexander R. Mehran, as Successor Trustee under that certain Declaration of Trust established by Maryam R. Mehran dated May 5, 1992, and their successors and assigns ("Grantor") and the Grantee, Contra Costa County, a political subdivision of the State of California, and its successors and assigns ("County").

RECITALS

- A. On June 2, 2025, the Contra Costa County Zoning Administrator conditionally approved an application for a minor subdivision (MS24-00013) to subdivide an approximately 5.89-acre parcel located north of the intersection of Diablo Road and Alameda Diablo in the Diablo area, in the County of Contra Costa, State of California, into two residential lots.
- B. The subject parcel referenced in Recital A is owned by the Grantor.
- C. The East Branch of Green Valley Creek passes through the center of the parcel described in Recital A. The tributary, an unimproved earthen channel, will be referred to as the "Creek."
- D. Under County Ordinance Code sections 914-14.012, subdivision (a) ["Section 914-14.012(a)"] and 914-14.014, no permanent structures other than drainage structures may be constructed within, under or over any structure setback area of an unimproved earth channel located in a subdivision. Section 914-14.012(a) also requires the development rights for the portion of a lot within a structure setback area of an unimproved earth channel to be offered for dedication to the County.
- E. In accordance with County Ordinance Code section 914-4.012(a), Condition of Approval #35 of MS24-00013 (COA 35) requires development rights for the portion

of the subdivision within the structure setback area of the Creek to be conveyed to the County by grant deed.

- G. The area described in Exhibit A (the "Property") is the structure setback area authorized by COA 35. Exhibit A is attached hereto and incorporated herein by this reference.
- H. Grantor desires to evidence their intent and ensure that the obligations specified herein are covenants, conditions and restrictions that run with the land and are for the benefit of the County.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to the County, and its successors and assigns, on the terms and conditions set forth below, all the Development Rights within, on, and over the Property.

1. **Recitals.** The recitals are intended to be and shall be part of this Grant Deed.
2. **Development Rights.** "Development Rights" are defined to mean and refer to the right to construct permanent structures on all or any portion of the Property.
3. **Negative Easement.** This Grant Deed of Development Rights is in the form of a negative easement, which shall run with the Property and shall bind the Grantor and any future owners of all or any portion of the Property. This Grant Deed is an agreement in writing affecting the title or possession of the Property.
4. **Development Restrictions.** Except for drainage structures, Grantor shall not construct permanent structures on any portion of the Property, and Grantor agrees that except for permits for construction of drainage structures, no building permits or other permits shall be issued for the purpose of constructing permanent structures on any portion of the Property. Grantor hereby waives and relinquishes any rights they might otherwise have to such permits.
5. **Covenants Running With Land.** This Grant Deed shall be binding on the parties hereto and the provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding on the heirs, successors and assigns of the Grantor and County, all of the Property and all other parties having or acquiring any right, title, or interest in any part of the Property.
6. **Remedies.** If Grantor violates any of the provisions hereof, the County shall be entitled to all rights and remedies available at law or in equity, including without limitation, an order enjoining the activity in violation hereof and an order requiring the removal of the improvements constructed in violation hereof. In addition, the County shall be entitled to an award of all expenses incurred by the County in pursuing such violation(s), including costs, interest, attorney's fees, and other litigation expenses.

IN WITNESS WHEREOF, this Grant Deed of Development Rights is signed and executed this _____ day of _____, 20__.

GRANTEE

GRANTOR

CONTRA COSTA COUNTY

ALEXANDER R. MEHRAN, AS SUCCESSOR TRUSTEE UNDER THAT CERTAIN DECLARATION OF TRUST ESTABLISHED BY MARYAM R. MEHRAN DATED MAY 5, 1992

By: _____
Chair, Board of Supervisors

By:  _____
Alexander R. Mehran
Successor Trustee

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

[Note: All Property Owner signatures must be notarized. If Property Owner is a limited liability company, Property Owner must sign in accordance with one of the following, as applicable: (1) Two managers must sign, or, if the articles of organization indicate that the limited liability company is managed by only one manager, one manager must sign (Corp. Code, § 17703.01, subd. (d)); or (2) subject to the articles of organization, two officers must sign, the first being the chairperson of the board, president, or any vice president and the second being any secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. (Corp. Code, § 17704.07, subd. (w).)]

By: _____
Deputy

Approved as to form:

Thomas L. Geiger
County Counsel

By:  _____
Deputy County Counsel

Attachments: Exhibit A (Legal Description)
Acknowledgment

EXHIBIT "A"

LEGAL DESCRIPTION

REAL PROPERTY, SITUATE IN THE UNINCORPORATED AREA, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL B DESIGNATED AS "RESTRICTED DEVELOPMENT AREA (CREEK STRUCTURE SETBACK)" AS SHOWN ON PARCEL MAP SUBDIVISION MS 24-00013, ON FILE AT THE COUNTY RECORDERS OFFICE AS FOLLOWS:

DATE _____

BOOK _____

PAGE _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Contra Costa)
On August 18, 2025 before me, Tiffany Ong, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Alexander R. Mebran
Name(s) of Signer(s)

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]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____