



**COUNTY OF ALAMEDA  
PUBLIC WORKS AGENCY**

399 Elmhurst Street • Hayward, CA 94544-1307  
(510) 670-5480

December 29, 2009

The Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street  
Oakland, CA 94612

Dear Board Members:

**SUBJECT:** ACCEPTANCE OF THE FINAL MAP FOR TRACT 6819

**RECOMMENDATION:**

Accept the Final Map for Tract 6819 in the Unincorporated Sunol Area for the development of a nine lot subdivision.

**SUMMARY/DISCUSSION:**

The owner-subdivider of Tract 6819 had presented the Final Map of the tract to this Agency, and had requested that the Final Map be accepted by the County. Pertinent information concerning the tract is as follows:

- |                                 |  |
|---------------------------------|--|
| a. Subdivider:                  | Antoine Meo, Little Valley- Sunol LLC<br>P.O. Box 610, Sunol, CA 94586 |
| b. Title company:               | Fidelity National Title Company  |
| c. Tract location:              | 3769 Little Valley Road, Sunol, CA 94586<br>(APN 96-345-7)             |
| d. Tract size:                  | 40.5 acres, containing 9 lots  |
| e. Date tentative map approved: | November 23, 1999  |

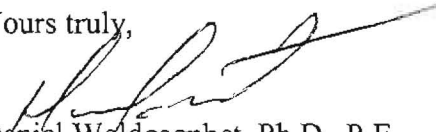
The Tax Collector has confirmed by letter that the taxes for FY 2009-2010 have been paid; the taxes for FY 2010-2011 are not yet due and payable.

The subdivider has complied with the requirements of the Subdivision Ordinance of Alameda County. Therefore, acceptance of the Final Map is now in order.

FINANCING:

No County funds or County financing will be required.

Yours truly,



Daniel Woldesenbet, Ph.D., P.E.  
Director of Public Works

DW:RD

c: County Counsel

RECORDED AT THE REQUEST OF:

WHEN RECORDED RETURN TO:  
Alameda County Public Works Agency  
Development Services  
Attn: William Lepere, Deputy Director  
951 Turner Court, Room 100  
Hayward, CA 94545

APN:

**DECLARATION  
AND  
STATEMENT OF NOTICE OF RIGHT TO FARM  
FOR  
LAGUNA HEIGHTS**

THIS DECLARATION AND STATEMENT OF NOTICE OF RIGHT TO FARM FOR LAGUNA HEIGHTS ("**Declaration**") is made by LITTLE VALLEY DEVELOPERS - SUNOL LLC, a California limited liability company ("**Declarant**").

Declarant is the owner of all the real property and Improvements thereon located in the County of Alameda, State of California, described as follows:

Lots 1 through 9, inclusive, as shown on the final map of Tract 6819 filed for record on \_\_\_\_\_, in Book \_\_\_\_\_ of Maps at Pages \_\_\_\_\_ through \_\_\_\_\_, inclusive, in the Official Records of the County of Alameda, State of California ("**Property**").

To meet condition of approval No. 12 for the final map of Tract 6819 ("**Map**"), Declarant hereby provides the following notice to be recorded with the deed to each of the Lots shown on the Map:

**NOTICE OF RIGHT TO FARM**

Alameda County permits operation of properly conducted agricultural operations within the County.

You are hereby notified that the property you are acquiring an interest in is located within 2,000 feet of agricultural land, agricultural operations or agricultural processing facilities or operations. You may be subject to inconvenience or discomfort from lawful agricultural or agricultural processing facilities operations. Discomfort and inconvenience may include, but is not limited to, noise, odors, fumes, dust, smoke, burning, vibrations, insects, rodents and/or the operation of machinery (including aircraft) during any 24-hour period. Should any dispute arise regarding any inconvenience or discomforts from an agricultural operations the parties may submit the dispute, within 30 days of the date of the occurrence, to the Alameda County Agricultural Committee created by the Board of Supervisors.

One or more of the inconveniences described above may occur as a result of agricultural operations which are in compliance with existing laws and regulations and accepted customs and standards. If you live near an agricultural area, you should be prepared to accept such inconveniences or discomfort as a normal and necessary aspect of living in an area with a strong rural character and an active agricultural sector.

Lawful ground rig or aerial application of pesticides, herbicides, fungicides, rodenticides and fertilizers occurs in farming operations. Should you be concerned about spraying, you may contact the Alameda County Agricultural Commissioner.

Alameda County Right to Farm Ordinance does not exempt farmers, agricultural processors or others from compliance with law. Should a farmer, agricultural processor or other person not comply with appropriate state, federal or local laws, legal recourse may be possible by, among other ways, contacting the appropriate agency.

This notification is given in compliance with the Alameda County Code Section 6.28.080.

This requirement shall be a covenant which shall run with each Lot and shall bind all present and future owners of a Lot.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the 11 day of December, 2009.

DECLARANT:

LITTLE VALLEY DEVELOPERS - SUNOL LLC,  
a California limited liability company

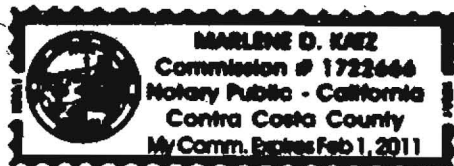
By: Antoine Meo  
Name: ANTOINE MEO  
Title: MANAGING MEMBER

STATE OF CALIFORNIA  
COUNTY OF Contra Costa } ss.

On December 11, 2009, before me, Marlene D. Katz, Notary Public, personally appeared Antoine Meo, 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.



Marlene D. Katz  
Signature



RECORDED AT THE REQUEST OF:

**WHEN RECORDED RETURN TO:**

Alameda County Public Works Agency  
Development Services  
Attn: William Lepere, Deputy Director  
951 Turner Court, Room 100  
Hayward, CA 94545  
APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DECLARATION OF DEED RESTRICTIONS  
LAGUNA HEIGHTS**

This Declaration of Deed Restriction ("**Declaration**") is made by LITTLE VALLEY DEVELOPERS - SUNOL LLC, a California limited liability company ("**Declarant**"). Declarant is the owner of the real property located in the County of Alameda, State of California, described in Exhibit A, attached hereto and incorporated herein by this reference ("**Property**").

To meet the conditions of approval of Subdivision 6819 ("**Map**"), Declarant hereby provides the following notice of covenants and restrictions to be recorded with the deed to each of the Lots shown on the Map:

The Property, when subdivided, will be governed by the Laguna Heights Estates Owners' Association, which will be a non profit, mutual benefit corporation as defined in the California Corporations Code ("**Association**") and will be subject to a declaration of covenants, conditions and restrictions ("**CC&Rs**") which will be recorded against the Property. The Property shall be governed and bound by the CC&Rs and by the restrictions contained in this Declaration. All references to "Lots" shall mean those Lots to be shown on the Map.

The Property shall not be further subdivided. No Lot may be subdivided into two or more Lots.

The Property shall be subject to a recorded Conservation Easement and shall be subject to the following notices and restrictions on use:

1. **CONSERVATION EASEMENT:** Lots 1, 2, 3, 5, 6, 7, 8, and 9 (all Lots except Lot 4) are subject to a recorded conservation easement ("**Conservation Easement**") which protects a conservation easement area ("**Conservation Easement Area**") on each affected Lot in order to preserve the land in its natural state and to protect critical habitat for the California red-legged frog and California tiger salamander. The Conservation Easement contains detailed protective measures and use restrictions. The Conservation Easement shall be enforced by the grantee of the easement.

2. **ROADWAY/SEWER MAINTENANCE AGREEMENT:** The Property is subject to the Roadway And Sanitary Sewer System Maintenance Agreement recorded October 9, 1997, as Series No. 97-264602, and the following: Agreement Of Annexation, dated July 16, 1999, and recorded August 10, 1999, as Series No. 99-302652; Agreement Of Annexation, dated August 6, 1999, and recorded August 17, 1999, as Series

LAGUNA HEIGHTS  
DECLARATION OF RESTRICTIONS

No. 99-314312; Agreement Of Annexation, dated August 16, 1999, and recorded August 18, 1999, as Series No. 99-316110; and Agreement Of Annexation, dated August 16, 1999, and recorded August 31, 1999, as Series No. 99-333120, in the Official Records of the County of Alameda, State of California (collectively entitled, "Roadway and Sewer Maintenance Agreement") which obligates every Owner to contribute its pro-rata share of costs necessary to maintain Little Valley Roadway, Alpha Lane and sewer/septic systems covered by it, as provided in the Little Valley Specific Plan..

3. Permits: The Property contains within its boundaries certain protected species and a protected wetland area which is under the jurisdiction of the United States Army Corps of Engineers within the United States Department of the Army ("Corps"), the San Francisco Bay Regional Water Quality Control Board within the State Water Control Board ("RWQCB"), and the California Department of Fish and Game ("CDFG"). Permits to construct and maintain the Project were obtained pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) and related statutes ("Permits"). The Permits required that certain mitigation measures be taken and certain maintenance requirements be assured. This Declaration contain special restrictions which apply to the Lots in order to comply with the Permits. To ensure compliance with the Permits by individual Lot owners, the County, CDFG, the Corps and RWQCB or any one of them has the right, but not the obligation to enforce those restrictions. The Permits will be recorded with the Declaration of Covenants, Conditions and Restrictions of Laguna Heights ("CC&RS").

4. CONSERVATION EASEMENT AREAS - RESTRICTIONS: The Conservation Easement Areas have been established, in part, to help protect critical habitat for certain endangered species as well as the creatures themselves. In the Conservation Easement these areas are called the "Preserve." The Preserve is subject to certain use restrictions including the following:

a. Inspection And Maintenance: The Conservation Easement Grantee ("CEG") and the Corps each have the right to inspect, maintain, repair and replace Improvements and vegetation in and upon those portions of Lots 1, 2, 3, 5, 6, 7, 8, and 9 that are subject to the Conservation Easement. No Owner shall perform or cause to be performed, within any of those portions of a Lot that is subject to the Conservation Easement, any work of improvement, maintenance, repair, or replacement, including without limitation, removal, replacement or installation of vegetation, irrigation systems, or other Improvements without the express consent of the CEG, the Corps and any other Governmental Agencies having jurisdiction of that issue.

b. Express Prohibitions: Section 4 of the Conservation Easement expressly prohibits certain activities within the Preserve. Many of these activities are of the type that a property owner would consider within its rights as a property owner. No Owner may install or maintain any fencing within the easement area. No Owner may till, grade or otherwise mechanically disturb the soils with the easement area. No Owner shall install plantings within the easement area. Each Owner is urged to read and thoroughly familiarize himself with the provisions of the Conservation Easement and particularly Section 4. The CEG and the Corps each have the right to monitor and enforce the provisions of the Conservation Easement including those set forth in this paragraph 4.

c. Red-Legged Frog: The California Red-Legged Frog is identified as a threatened or endangered specie under both of Federal and State of California Endangered Species Acts. Its habitat is generally located within riparian areas such as creeks or creek beds, lakes, ponds, drainage areas or other wetland areas. The protected habitat area on each Lot has been marked with wooden posts. This marked habitat area is intended to remain in its natural state without maintenance except that which may be required for fire control by the County of Alameda.



Under the terms and conditions of the Permits or within this marked habitat area, no Owner may do, cause, or permit anyone else to do or cause any of the following:

- (1) move or remove the boundary stakes;
- (2) move, replace, add to or otherwise disturb the vegetation, soils, or rocks;
- (3) deposit any additional material, natural or not; or
- (4) trap, capture, harass, pursue, hunt, shoot, wound, kill, collect, intentionally harm or attempt to engage in any such conduct regarding any Red-Legged Frog.

The protected habitat is also subject to certain use restrictions listed in the Preserve Restrictions and in the Operations and management Plan which will be recorded with the CC&Rs.

The trapping, capturing, harassing or intentionally harming the Red-Legged Frog is prohibited by law. Any violation may result in both civil or criminal penalties. Fines may exceed \$10,000 per day.

Additional detailed explanation concerning the habitat, habits and needs of the creature and prohibited activities are set forth in the Permits. Each Owner shall fully comply with the terms and conditions of the Permits. Parents are responsible for the actions of their children and Invitees.

d. California Salamander: The California Salamander is identified as a threatened or endangered species under both of Federal and State of California Endangered Species Acts. Its habitat is generally located within riparian areas such as creeks or creek beds, lakes, ponds, drainage areas or other wetland areas during portions of the year and during the balance of the time it resides in burrows in the ground such as those excavated by ground squirrels. The California Salamander may move frequently between these habitats. The protected habitat area on each Lot has been marked with wooden posts. This marked habitat area is intended to remain in its natural state without maintenance except that which may be required for fire control by the County of Alameda.

The activities prohibited in paragraph 4.c, above, (Red-Legged Frog) are equally prohibited with respect to the California Salamander. Additional detailed explanation concerning the habitat, habits and needs of the creature and prohibited activities are set forth in the Permits. Each Owner shall fully comply with the terms and conditions of the Permits. Parents are responsible for the actions of their children and Invitees. The protected habitat is also subject to certain use restrictions listed in the Preserve Restrictions and in the Operations and Management Plan to be recorded with the CC&RS.

e. No Pets Permitted: No animals, livestock or poultry of any kind shall be kept on or permitted to enter onto any portion of the Conservation Easement Areas by any Owner, guest or Invitee, whether or not the Conservation Easement Areas are a part of an Owner's Lot. This prohibition includes domesticated pets such as cats or dogs.

f. Landscape Restrictions: All landscape as originally installed or as replacement landscape must fully comply with all applicable provisions set forth or referenced in this Declaration including, but not limited to: (a) Architectural Standards adopted by the Association; (b) the Conservation Easement; (c) the Permits; (d) Operations and Management Plan; (e) Governmental Agencies; and (f) Preserve Restrictions. Any trees proposed to be installed outside of designated improvement envelopes (whether or not located within the Conservation Easement Area) shall be restricted to native trees only.

5. SETBACK REQUIREMENT FOR STRUCTURES: There is a mandatory one hundred foot (100') setback from the edge of all Wetlands and from the centerline of Jurisdictional Waters of the United States as required by the U.S. Army Corps or Engineers ("Setback Area"). Within this Setback Area all plant removal, construction, grading, trails or storage of equipment or vehicles is prohibited.

6. WETBAND AREAS AROUND EACH RESIDENCE: As required by the County Fire Department, each Owner must install (within thirty (30) days of completion of the Residence) and shall perpetually Maintain, in an area that extends at least thirty (30) feet in all directions from the Residence, an unbroken band of non-combustible materials and/or non-combustible vegetative material ("Wetband"). A Wetband may not be installed in any area subject to a Conservation Easement.

This Declaration shall run with the title to the Property.

Dated: 12/11/09

DECLARANT:

LITTLE VALLEY DEVELOPERS - SUNOL LLC,  
a California limited liability company

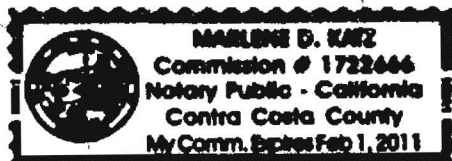
By: Antoine MEO  
Name: ANTOINE MEO  
Title: MANAGING MEMBER

STATE OF CALIFORNIA  
COUNTY OF Contra Costa } ss.

On December 11, 2009, before me, Marlene D. Katz, Notary Public, personally appeared Antoine MEO, 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.



Marlene D. Katz  
Signature

LAGUNA HEIGHTS  
DECLARATION OF RESTRICTIONS



RECORDED AT THE REQUEST OF:

WHEN RECORDED RETURN TO:  
Alameda County Public Works Agency  
Development Services  
Attn: William Lepere, Deputy Director  
951 Turner Court, Room 100  
Hayward, CA 94545

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## JOINT MAINTENANCE AGREEMENT LAGUNA HEIGHTS

This Road Maintenance Agreement ("Agreement") is made by LITTLE VALLEY DEVELOPERS - SUNOL LLC, a California limited liability company, ("Declarant").

### RECITALS

This Agreement is made with reference to the following facts:

A. Declarant is the owner in fee simple of that certain real property situated in the County of Alameda, State of California, more particularly described as follows:

Lots 1 through 9, inclusive, as shown on the final map of Tract 6819 filed for record on \_\_\_\_\_, in Book \_\_\_\_\_ of Maps at Pages \_\_\_\_\_ through \_\_\_\_\_, inclusive, in the Official Records of the County of Alameda, State of California ("Map").

B. The Lots each require ingress, egress and utilities rights under, over, across and through a roadway ("Roadway"). The Roadway is shown as "Laguna Heights Court" on the Map.

C. It is the desire and intention of Declarant to establish the rights of each of the Lots to use the Roadway and to provide for the repair, maintenance, replacement and reconstruction of the Roadway, under a general plan or scheme of improvement for the benefit of all of the Lots and the owners thereof.

NOW THEREFORE, Declarant hereby declares that all of the Lots shall be held, transferred, sold, conveyed, leased and occupied subject to the following covenants, restrictions, and easements:

1. EASEMENT AND RIGHT OF USE: Every person who is a record owner of a fee interest in any Lot, including contract purchasers (but not contract sellers) ("Owners"), their tenants, guests and invitees shall have and enjoy a non-exclusive easement and right to use the Roadway for ingress and egress by vehicles and pedestrians. Each Owner shall have the right to install, maintain and replace as necessary utilities pipes, lines, wires and conduits which serve that Owner's Lot; provided, however, each Owner shall repair any damage to the paved surface resulting from the Owner's installation or repair of such pipes, lines, wires or conduits. The rights created by this Section shall be appurtenant to the interests of the Owner in the Lot and shall pass to successor Owners of the Lot.

## 2. MAINTENANCE:

(a) JOINT MAINTENANCE: The Owners shall maintain, repair and, when necessary, replace and reconstruct ("Maintenance") the paved surface, curbs, subterranean pumps (including sump pumps), storm drainage improvements, drainage systems and all utility lines which (i) are not maintained by the public or a quasi-public entity or utility company located on or associated with the Roadway ("Roadway Maintenance Items"). At all times the paved surface and all other Roadway Maintenance Items shall be maintained in a good, safe and usable condition, in good repair, and in compliance with all applicable state, county and local ordinances. Maintenance shall be required when determined by a majority of the Owners or by an arbitrator as provided in Section 3 and, except as provided in Section 2(b), below, the costs of such Maintenance shall be allocated in accordance with Section 5, below.

(b) DAMAGE DUE TO NEGLIGENCE: The preceding Section 2(a) shall not extend to any Maintenance required as a result of the willful or negligent act of an Owner, or its family, contract purchasers, lessees, or tenants, or their licensees, guests, or invitees. Rather, any Maintenance required as a result of such negligence or willful action shall be the responsibility of the Owner to whom the willful or negligent act is attributed.

3. MEETINGS: At a meeting called pursuant to this section, the Owners shall determine, by majority vote (based on one [1] vote for each Lot owned) when the Roadway Maintenance Items need Maintenance. If any Owner disagrees with the determination of the majority vote of the Owners, within ten (10) days after such determination, that Owner shall file a petition to arbitrate in accordance with California Code of Civil Procedure Sections 1280, et seq. Within thirty (30) days after such determination (ten [10] days in the event that the Owners of six (6) or more Lots conclude that urgent conditions require immediate Maintenance) the Owners shall hire and pay for all labor and materials necessary to so maintain the Roadway Maintenance Items. If the Owners liable for such Maintenance do not, for any reason, accomplish or commence diligent efforts to accomplish the Maintenance within said period of time, any Owner may hire and pay for all labor and materials necessary to so maintain the Roadway Maintenance Items and bill the Owners liable for such Maintenance for their pro-rata share of the costs of such labor and materials; provided, however, that no Owner shall hire or pay for any labor or materials without first providing all Owners liable for such Maintenance with ten (10) days written notice of its intention to do so.

A meeting of the Owners may be called at any time by the request of any one or more Owners; provided, however, that a meeting may not be called within thirty (30) days of a previously held meeting unless at least a majority of the Owners request the meeting. All requests shall be in writing, shall specify the general nature of the business proposed to be transacted, and shall be mailed postage prepaid (first class) or hand delivered to all Owners. The request shall also set forth the location where the meeting will be held (which must be within five [5] miles of the Lots), and the date for such meeting, which date shall be not less than fifteen (15) (unless the Roadway has been damaged by an act of God) nor more than ninety (90) days following the date of the request. The presence at a meeting of five (5) Owners shall constitute a quorum for the transaction of business and for any action. In the absence of a quorum, any Owner present at the meeting may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not fewer than five (5) days nor more than thirty (30) days from the original meeting date. The quorum for any such adjourned meeting shall be four (4). Notice of the time and place of the adjourned meeting shall be mailed postage prepaid (first class) to all Owners at least fifteen (15) days before the adjourned meeting, or hand delivered at least three (3) days before the adjourned meeting.

Any dispute, claim or other matter arising from a decision, action, or failure to act by the Owners shall be decided by arbitration in accordance with the arbitration laws of the State of California.



The provisions of this section shall not be construed to establish an association for any purpose, including section 1351(a) of the California Civil Code.

4. INDEMNITY AND RIGHT OF CONTRIBUTION: Each Owner shall be liable for a fractional share (determined in accordance with Section 5, below) of all costs, damages, attorneys' fees, expenses and liabilities arising from injury to person or property occurring on the Roadway for which (i) any Owner is held liable by virtue of the fact that it is the Owner of the Roadway or the fact that the Owners failed to adequately maintain the Roadway, or (ii) all Owners are held liable by virtue of their ownership of an easement or the fact that the Owners failed to adequately maintain the Roadway. Any Owner who pays greater than their fractional share of such costs, damages, attorneys' fees, expenses and liabilities shall have a right of contribution against any Owner who has paid less than their fractional share of such costs, damages, attorneys' fees, expenses and liabilities.

5. ALLOCATION OF COSTS: The costs of maintaining the Roadway Maintenance Items and all liabilities or other expenses described in Section 4, above, shall be allocated equally to each Lot. Each Owner shall pay a fractional share of the aggregate costs and liabilities, where the numerator of the fractional share is equal to the number of Lots owned by that Owner and the denominator of the fractional share is the total number of Lots then in the Project.

6. GENERALLY:

(a) ENFORCEMENT: The provisions of this Agreement shall constitute enforceable equitable servitudes and covenants running with the land and shall inure to the benefit of and be binding upon each Owner, its family, lessees, tenants, or contract purchasers, and their guests, invitees, or licensees, and may be enforced by Declarant or any Owner by any proceeding at law or in equity.

(b) ATTORNEY'S FEES: In any action brought by Declarant or an Owner to enforce the provisions hereof, whether legal or equitable, the prevailing party shall be entitled to such reasonable attorneys' fees as may be fixed by the court or arbitrator.

(c) SEVERABILITY: The provisions of this Agreement shall be independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provisions which shall remain in full force and effect.

(d) INTERPRETATION: The provisions of this Agreement shall be liberally construed to effectuate their purpose.

(e) OBLIGATION OF OWNERS; AVOIDANCE; TERMINATION: No Owner may avoid the obligations imposed on it by this Agreement by virtue of its being an Owner by renunciation or abandonment of its Lot, the Roadway, or by any other act of renunciation or abandonment, nor may it divest itself of any such burden or obligation by attempting to assign responsibility therefor to a tenant, manager or any third person. Notwithstanding anything to the contrary in this Agreement and provided that a Declaration of Covenants, Conditions and Restrictions ("**Declaration**") is approved by the County which adequately provides for the required Maintenance by an Association of the Owners, the Declaration shall supercede this Agreement.

(f) NONLIABILITY: To the fullest extent permitted by law, no Owner shall be liable to any Owner or any other party for any damage, loss, claim, liability or prejudice suffered or claimed on account of any decision to vote for or against maintenance of the Roadway.

(g) SCOPE: Each owner, by mere acceptance of a deed to a Lot, shall be deemed to have agreed, for any and all purposes, for itself, and the members of its family, its contract purchasers, tenants or lessees and their guests, invitees or licensees, to abide by, and to be bound by, each and every provision of this Agreement, regardless of whether the deed refers specifically to this Agreement or to any such duty, obligation, or agreement.

(h) MORTGAGE PERMITTED: Any Owner may encumber its Lot with a Mortgage.

(i) MORTGAGE PROTECTION: No breach of any provision of this Agreement shall invalidate the lien of any mortgage or deed of trust made in good faith and for value, but all of the covenants, conditions and restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

IN WITNESS WHEREOF, Declarant has executed this Agreement on December 11, 2009.

DECLARANT:

LITTLE VALLEY DEVELOPERS - SUNOL LLC,  
a California limited liability company,

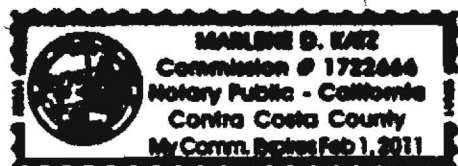
By: Antoine Meo  
Name: ANTOINE MEO  
Title: MANAGING MEMBER

STATE OF CALIFORNIA  
COUNTY OF Contra Costa } ss.

On December 11, 2009, before me, Marlene D. Katz, Notary Public, personally appeared Antoine Meo, 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.



Marlene D. Katz  
Signature



# INDEX TO JOINT MAINTENANCE AGREEMENT

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REVISED  
01/08/10



## FIDELITY NATIONAL TITLE COMPANY

6210 Stoneridge Mall Road, Suite 320-B, Pleasanton, CA 94588 Tel (925) 598-3624 Fax (925) 225-9777

Date: January 5, 2010

Crystal K. Hishida-Graff  
Clerk of the Board of Supervisors  
County of Alameda  
Oakland, CA 94612

Re: Tract 6819

Dear Crystal,

In accordance with provisions of Section 66464 (a) of the Government Code, there has been transmitted to you, the above referenced map, prepared for recordation in the office of the County Recorder of Alameda County.

Pursuant to the provisions of Section 66492 and 66493 of said Code, there is herewith transmitted a certificate by Donald R. White, Tax Collector of Alameda County, showing that there are no liens against any part of the subdivision shown of said map, for unpaid state, county or local, or special assessments up to and including the fiscal year 2009-2010, except taxes levied by the County of Alameda for the year 2010-2011, which are not yet payable and containing an estimate of \$48,467.00, the amount of taxes and assessments which are a lien but not yet payable.

The amount of said estimate for taxes and assessments is \$48,467.00, and in accordance with the provisions of Section 66493 (a) of said Code, there is herewith transmitted a good and sufficient      Bond /   X   Cashier's check in the amount of \$48,467.00, insuring to the benefit of Alameda County, and conditioned upon payment of all state, county of local taxes and all special assessments collected as taxes, which are a lien against the property delineated upon said map.

Sincerely,

Wendy Clare  
Mapping Coordinator  
Builder Services

a.p.n. 096-0345-007-01

CO-ADMINISTRATOR'S  
OFFICE  
COUNTY OF ALAMEDA  
2009 JAN -8 AM 10:40  
RECEIVED

Date: \_\_\_\_\_

Board of Supervisors  
County Of Alameda  
1221 Oak Street, Room 536  
Oakland, CA 94612

ATTENTION: Clerk of the Board

CASHIER'S/CERTIFIED CHECK NO. 0098000290

Gentlemen:

In accordance with provisions of Section 66464 (b) of the California Government Code, there has been transmitted to you the final map of Tract Map 6819, located at City of Unincorporated Area, Alameda County, California, prepared for recordation in the Office of the County Recorder of Alameda County.

Pursuant to the provisions of Section 66492 of said Code, there is herewith transmitted a certificate by the Treasurer-Tax Collector of Alameda County, showing that there are no liens against any part of the Subdivision shown on said map for unpaid state, county or local taxes, or special assessments up to and including the fiscal year 2009-2010 except taxes levied by the County of Alameda for the year 2010-2011 which are not yet payable and containing an estimate of \$ 48,467.00, the amount of taxes and assessment which are a lien but not yet payable.

The amount of said estimate for taxes and assessments aggregates the sum Forty-Eight Thousand, Four Hundred and Sixty-Seven Dollars, no cents (\$ 48,467.00) and in accordance with the provisions of Section 66493 (a) of said Code, there is herewith transmitted a cashiers/certified check, bearing no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on the \_\_\_\_\_ located at \_\_\_\_\_ in the amount of 100% of the estimated taxes (or 125% if a condominium conversion), or \$ 48,467.00 payable to the County of Alameda.

It is understood that if all taxes and assessments are paid on or before November 1, 2011 the cashiers/certified check will be returned to the undersigned owner or subdivider of said tract map. If said taxes and assessments are not paid, however, the County will collect the same out of said cashiers/certified check.

Very Truly Yours,

Little Valley Developers - Sunol LLC

Principal

By: Antoine Meo

Title: LLC MANAGER

Address: P. O. Box 610, Sunol, CA 94586

Attn: Antoine Meo

Telephone: (925) 698-5807

Received: \_\_\_\_\_, 2009

Crystal Hishida  
Clerk of the Board of Supervisors  
of Alameda County

BY: \_\_\_\_\_

7582/2

CCTS-101-REV. 5/88



**Alameda County  
Office of the Treasurer  
and Tax Collector**

Donald R. White  
Treasurer-Tax Collector

Brenda L. Guess, Chief Deputy  
Teresita M. Lauigan, Assistant Treasurer

TO: **CRYSTAL K. HISHIDA**  
Clerk of the Board of Supervisors  
Of the County of Alameda  
State of California

I, Donald R. White, Tax Collector of the County of Alameda, State of California, DO HEREBY CERTIFY that there are no liens against the real property covered by that certain subdivision entitled TRACT MAP 6819 or PARCEL MAP \_\_\_\_\_ for unpaid taxes or special assessment collected as taxes except for the following which are not yet payable:

1) ESTIMATED TAXES FOR THE FISCAL YEAR <u>2010-11</u>	\$ <u>48,467.00</u>
2) ESTIMATED SUPPLEMENTAL ASSESSMENTS.....	- 0 -
3) ESTIMATED ESCAPED ASSESSMENTS.....	- 0 -
TOTAL ESTIMATE FOR WHICH SECURITY DEPOSIT IS REQUIRED	\$ <u>48,467.00</u>

IN WITNESS WHEREOF, I have hereunto set my hand this 30<sup>th</sup> day of December, 2009.

DONALD R. WHITE  
Tax Collector of Alameda County

By: C. Garcia  
Deputy

(Original document must bear  
Treasurer's Seal)

Current Parcel No.:  
96-345-7-1

Former Parcel No.:  
Same

This certificate is valid through March 30, 2010.  
Submitted by: Chicago Title Company



STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF ALAMEDA )

I, CRYSTAL K. GRAFF, Clerk of the Board of Supervisors of Alameda County, pursuant to the provisions of Sections 66464 ( c ), Government Code, do hereby certify that the final map of that certain subdivision known as **Tract Map 6819** is in order for recordation, and

I, CRYSTAL K. GRAFF, do hereby certify that the provisions of Sections 66492 of said Code, relative to the payment of taxes and assessments which are a lien of the land embraced within the blue lines of said subdivision have been fulfilled.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of January, 2010

CRYSTAL K. GRAFF  
Clerk of the Board of Supervisors

BY: \_\_\_\_\_  
Deputy

A.P.N.: 096-0345-007-01

## **SUBDIVISION GUARANTEE**

Order No. 355212

Fee: \$200.00

Tract Map # 6819

Number of Lots in Subdivision: 9

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN

### **FIDELITY NATIONAL TITLE COMPANY**

a corporation, herein called the Company

### **GUARANTEES**

The County of Alameda and any City within which said subdivision is located in a sum not exceeding \$1,000.00.

That, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Little Valley Developers-Sunol LLC, a California limited liability company, as owner


Valley Community Bank, as Trustee under Deed of Trust recorded under Series No. 2003-741168

Bains Development as Beneficiary under Deed of Trust recorded under Series No. 2009-242634.

Dated: January 6, 2010

### **FIDELITY NATIONAL TITLE COMPANY**

FIDELITY NATIONAL TITLE COMPANY  
BUILDER SERVICES DEPARTMENT  
6210 Stoneridge Mall Rd., Suite 320-B  
Pleasanton, Ca. 94588  
Phone: (925) 598-3625 Fax: (925) 225-9777

  
Ross Kennedy, Assistant Secretary  
Chief Title Officer

## LEGAL DESCRIPTION

### EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### Parcel One:

The east 1/2 of Lot C, Plot No. 52, Rancho El Valle de San Jose, filed May 15, 1896 in Book 15, Page 49 of Maps, Alameda County Records.

#### Parcel Two:

The west 1/2 of Lot C, Plot No. 52, Rancho El Valle de San Jose, filed May 15, 1896, in Book 15, Page 49 of Maps, Alameda County Records.

#### Parcel Three:

Lot D, Plot 52, Rancho El Valle de San Jose, filed May 15, 1896, in Book 15, Page 49 of Maps, Alameda County Records.

Excepting therefrom that portion thereof conveyed by Jennie Spencer, a widow, to May S.C. Frates, by deed dated September 23, 1912, recorded October 15, 1912, Book 2081, Page 344 of Deeds, Alameda County Records, described as follows:

A triangular parcel of land at the northwest corner of said Lot D, described as follows:

Beginning at a point on the line dividing Lots D and S, where the same is intersected by the roadway dividing said Lots D and S from Lots E and R, as shown on said map; running thence southerly along the line dividing Lots D and S 22.63 feet; thence northeasterly in a direct line to a point on the southern line of roadway dividing Lots D and E, distant thereon 22.63 feet east from the point of beginning; thence westerly along said southern line of said roadway 22.63 feet to the point of beginning.

Excepting therefrom: "50% of all oil, gas, casinghead gas, asphaltum and other hydrocarbons, and all chemical gas now or hereafter found, situated or located in all or any portion of the lands described herein lying more than 500 feet below the surface thereof, but without any right whatsoever to enter upon the surface of said lands or upon any portion thereof within 500 feet vertical distance below the surface thereof," as reserved in the deed from Blandor, Inc., recorded February 13, 1985, Series No. 85-32397, Official Records.

#### Parcel Four:

A portion of Lot E as shown on that certain map entitled "Map Showing 20 Acre Subdivision of Plot No. 52 of the Rancho El Valle de San Jose," filed in Map Book 15 at Page 49, Official Records of Alameda County, and being more particularly described as follows:

Beginning at the most southeasterly corner of the above said Lot E, as shown on that certain Record of Survey No. 634, dated June of 1981 and filed on September 3, 1981 in Book 11 of Records of Survey at Pages 66 and 67, Official Records of Alameda County;

Thence running along the easterly line of Lot E, N 0° 12' 50" W 39.70 feet to a line as shown on that certain Boundary Line Adjustment Map BA-02-06;

Thence leaving said easterly line of Lot E and running along said line of BLA Map BA-02-96 S 88° 17' 15" W 710.10 feet to the easterly line of that certain parcel described in that Grant Deed from Guy Lavery and Irene Lavery to Harold C. Thomas and Joan H. Thomas, dated September 10, 1986, and filed on February 6, 1987, under Series No. 87-035840, Official Records of Alameda County;

Thence running along said easterly line of Thomas, S 0° 12' 50" east 15.56 feet to the southerly line of the above described Lot E;



# GUARANTEE CONDITIONS AND STIPULATIONS

## 1. DEFINITIONS OF TERMS

The following terms when used in this Guarantee mean:

- (a) "land"; the land described, specifically or by reference in this Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "public records"; those records which impart constructive notice of matters relating to said land;
- (c) "date"; the effective date;
- (d) "the Assured"; the party or parties named as the Assured in this Guarantee, or in a supplemental writing Executed by the Company;
- (e) "mortgage"; mortgage, deed of trust, trust deed, or other security instrument

## 2. EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessment which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water Rights, claims, or title to water.
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenue, lanes, ways, or waterways on which said land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, or any rights of easements therein unless such property, rights or easements are expressly and specifically set forth in said Description.
- (d) Defects, lien, encumbrances, adverse claims against the title As guaranteed or other matters (1) created, suffered, assumed Or agreed to by on or more of the Assured; or (2) resulting in No loss to the Assured.

## 3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and Prosecute any action or proceeding, the Assured shall permit The Company to use, at its option, the name of the Assured for such purposes. Whenever requested by the Company, The Assured shall give the Company all reasonable aid in Prosecuting such action or proceeding, and the Company shall Reimburse the Assured for any expenses so incurred.

## 3. NOTICE OF LOSS - LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is Claimed the Company is liable under this Guarantee shall be Furnished to the Company within sixty days after such loss or Damage shall have been determined, and no right of action shall Accrue to the Assured under this Guarantee until thirty days after Such statement shall have been furnished, and no recovery shall Be had by the Assured under this Guarantee unless action shall Be commenced thereon within two years after expiration of said Thirty day period. Failure to furnish such statement of loss or Damage or to commence such action within the time hereinbefore Specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

## 4. OPTION TO PAY, SETTLE, OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise For or in the name of the Assured any claim which could result in Loss to the Assured within the coverage of this

Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon

## 6. LIMITATION OF LIABILITY - PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an exception or excluded herein removes such defect, lien or encumbrance with a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability herein pro tanto, and no payment shall be made without producing this Guarantee For indorsement of such payment unless the Guarantee be lost Or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When Liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

## 7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee all right of subrogation shall vest in the Company unaffected by any Act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the Proportion which said payments bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order To perfect such right or Subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

## 8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee. No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary an Assistant Secretary or other validating office of the Company.

## 9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this Guarantee.

- 10. The fee specified on the face of this Guarantee is the total fee for title search and examination and for this Guarantee





Loan Services  
5000 Pleasanton Ave., Ste. 210  
Pleasanton, CA 94566  
(866) 745-9000

# Cashier's Check

VOID AFTER 90 DAYS

0098000290

90-4273/1211

DATE  
January 06, 2010

REMITTER: LITTLE VALLEY DEVELOPERS, SUNOL, LLC

\*\*\*48,467.00\*\*\*

CHECK 21 • CHECK 21 • CHECK 21 • CHECK 21 • CHECK 21 • CHECK 21

\*\*\*FORTY EIGHT THOUSAND FOUR HUNDRED SIXTY SEVEN and 00/100\*\*\*USDollars

CHECK 21 • CHECK 21 • CHECK 21 • CHECK 21 • CHECK 21 • CHECK 21

PAY TO THE ALAMEDA COUNTY TAX COLLECTOR  
ORDER OF:

SIGNATURE • SIGNATURE • SIGNATURE • SIGNATURE

CHECK 21 • CHECK 21 • CHECK 21 • CHECK 21

SIGNATURE • SIGNATURE • SIGNATURE • SIGNATURE

CHECK 21 • CHECK 21 • CHECK 21 • CHECK 21

SIGNATURE AUTHORIZED SIGNATURE SIGNATURE

1358 98000290

⑈98000290⑈ ⑆121142737⑆ 0100002501⑈

## CUSTOMER COPY

Loan Services

# Cashier's Check

VOID AFTER 90 DAYS

0098000290

BRANCH: 98

DATE: 01/06/2010

TIME: 01:58 PM

SOLD BY: 01

REMITTER: LITTLE VALLEY DEVELOPERS, SUNOL, LLC

PAY TO THE ALAMEDA COUNTY TAX COLLECTOR  
ORDER OF

CK AMT: \$48,467.00

FEE AMT: 

Notes: \_\_\_\_\_

\_\_\_\_\_

1358 98000290

## NOTICE TO CUSTOMERS

A Declaration of Loss and a 90 day waiting period  
will be requested before this check will be replaced  
or refunded in the event it is lost, misplaced, or stolen.

NON-NEGOTIABLE