

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

Page 1 of 8

_____, California

_____, 2010

| District | County | Route | Post Mile | R/W Parcel # |
|----------|--------|-------|-----------|--------------|
| 4 | CC | 4 | 25.6/31.1 | 61220 |

This Right of Way Contract – State Highway ("Agreement") is entered into by and among CONTRA COSTA COUNTY, a political subdivision of the State of California (hereinafter "County"), OVETTE BALUYUT, an unmarried man, THOMAS Y. BALUYUT and CARMELITA BALUYUT, husband and wife (hereinafter "Grantors").

RECITALS

- A. Grantors are the owners of that certain real property, and improvements thereon, located at 2706 E. Tregallas Road, Antioch, California, as more fully described in Exhibit A, the "Property," attached hereto and incorporated herein.
- B. County has commenced pre-litigation condemnation proceedings against Grantors, the purpose of which is to acquire the Property by eminent domain.
- C. In order to avoid the cost and delay that would occur through protracted litigation, and subject to the terms and conditions of this Agreement, Grantors desire to sell the Property to the County and the County desires to purchase the Property from Grantors for highway purposes, a public use for which County has the authority to exercise the power of eminent domain.
- D. The County and Ovette Baluyut and Daynah Sandoval-Baluyut who currently live at the Property ("the Tenants") shall enter into a rental agreement (the "Rental Agreement") by the Close of Escrow. The form of the Rental Agreement is attached hereto as Exhibit B.
- E. Upon the occurrence of the events described herein in Paragraph 6.5.1, the Grantors are entitled to receive a supplemental payment in the amount of \$10,000 (the "Supplemental Payment"). The Supplemental Payment is subject to adjustment as described herein.

The parties therefore agree as follows:

AGREEMENT

1. **Effective Date.** This Agreement is conditioned upon approval by the County's Board of Supervisors. This Agreement is effective on the later to occur of (i) the date this Agreement is approved by the County's Board of Supervisors, and (ii) the date this Agreement is executed by all the parties (the "Effective Date").
2. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, Grantors shall sell the Property to the County and the County shall purchase the Property from Grantors.

3. **Purchase Price.** The purchase price for the Property is Four Hundred Thirty-Six Thousand Three Hundred Seventy Five Dollars (\$436,375.00) (the "Purchase Price").
 - 3.1. County shall pay the Purchase Price through Escrow, as defined below, in accordance with section 6 of this Agreement.
 - 3.2. Pursuant to Sections 4986, 5082, and 5086 of the Revenue and Taxation Code of the State of California, Grantors shall pay all ad valorem real property taxes and any penalties and costs thereon, and all installments of any bond or assessment that constitute a lien on the Property, prorated through the date the Grant Deed (defined below) is recorded.
 - 3.3. Grantors' right to relocation benefits, if any (as set forth in California Government Code section 7260 et seq. and Title 42 in the United States Code, section 4601 et seq.), have been explained fully and are understood by Grantors. The Purchase Price includes full compensation for any relocation payments to which Grantors may be entitled. Grantors warrant and represent that Grantors do not have, nor shall Grantors claim, any further right to relocation benefits arising out of or connected with the acquisition of the Property by the County, and Grantors knowingly waive any such right or claim.
4. **Tenant's Obligations:**
 - 4.1 At the Close of Escrow, the Tenants who have an interest in the Property and the County shall enter into a Rental Agreement which shall only become effective should Tenants not vacate the Property by the final close of Escrow. The Property will be rented to the Tenants "as is" on a month-to-month basis.
 - 4.2. Tenants shall either fully vacate the Property by the Final Close of Escrow or shall perform the Tenants' Obligations in accordance with the Rental Agreement.
 - 4.3. If Tenants do not fully vacate the Property by the Final Close of Escrow, Tenants' performance of the Tenants' Obligations in accordance with the Rental Agreement is one of the events that must occur before the Grantors are entitled to receive the Supplemental Payment.
 - 4.4. The determination of whether the Tenants have satisfied the Tenants' Obligations will be made by the County's Principal Real Property Agent, or her designee, in his or her sole discretion, exercised reasonably.
5. **Conditions to County's Performance.** The County's obligation to perform under this Agreement is subject to the following conditions:
 - 5.1. Grantors' representations and warranties in this Agreement being correct as of the Effective Date and as of the Initial Close of Escrow.
 - 5.2. Grantors' performance of all of Grantors' obligations under this Agreement.
 - 5.3. The vesting of title to the Property in the County by grant deed from Grantors to the County in fee simple absolute, free and clear of all liens, encumbrances, assessments, leases (recorded and/or unrecorded), and taxes except the Rental Agreement and approved exceptions Nos. 3, 4 and 5 as shown on the preliminary title report dated November 24, 2010, issued by Fidelity National Title Company (the "Approved Exceptions").

6. **Escrow.** By this Agreement, County, Grantors and Tenants establish an escrow ("Escrow") with Fidelity National Title Company, 502 Sycamore Valley Road West, Danville, California 94526 (the "Title Company"), their Escrow No. 10-334720. The Title Company is authorized to withhold pro rata taxes, liens and assessments on the Property conveyed.
- 6.1. Fees and Title Insurance. The County shall pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor.
- 6.2. Grantors' Deposit into Escrow. On or before the Initial Close of Escrow, as defined below, Grantors shall deliver the following documents into Escrow with the Title Company:
- A. A grant deed, in recordable form and properly executed by Grantors, in a form approved by the County, conveying the Property to the County in fee simple absolute (the "Grant Deed"), subject only to the Approved Exceptions.
 - B. An interspousal transfer deed, in recordable form and properly executed by Daynah Sandoval- Baluyut, spouse of one of the Grantors, in a form approved by the County, conveying any interest held in the property to the Grantor in fee simple absolute (the "Interspousal Transfer Deed"), subject only to the Approved Exceptions.
 - C. Copies of any effective leases, rental agreements, and any other agreements, to which the County has agreed in writing, which are to remain in effect after the County takes title.
 - D. Grantors' affidavits of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended [26 USCA §1445] ("FIRPTA Affidavit").
 - E. Grantors' affidavits as contemplated by the Revenue and Taxation Code § 18662 ("Withholding Affidavit").
 - F. An original Rental Agreement, duly executed by Tenants.
- 6.3. Deposit of Purchase Price and Rental Agreement into Escrow by County. Prior to the Initial Close of Escrow, as defined below, the County shall deposit into Escrow:
- A. An amount equal to the sum of the Purchase Price and the Supplemental Payment for a total deposit of \$436,375.
 - B. An original Rental Agreement, duly executed by County.
- 6.4. Initial Close of Escrow. Escrow shall close upon the conveyance of the Property to the County (the "Initial Close of Escrow"). On the Initial Close of Escrow, the Title Company is instructed to do the following:
- A. Record the Interspousal Transfer Deed, releasing all of the rights, title, and interest of the spouse not identified on title in the Property, marked for return to

County, care of Carmen Piña-Sandoval, Real Property Agent for the County (which shall be deemed delivery to the County).

- B. Record the Grant Deed marked for return to the County, care of Carmen Pina-Sandoval, Real Property Agent for the County (which will be deemed delivery to the County).
- C. Issue the Title Policy, if requested to do so by the County.
- D. Prorate taxes, assessments (including all bonds or assessments collected with general or special taxes), rents and other charges as provided by this Agreement.
- E. Disburse the Purchase Price to Grantors, less prorated amounts and charges to be paid by or on behalf of Grantors.
- F. Prepare and deliver to the County and to Grantors one signed copy of the Title Company's initial closing statement showing all receipts and disbursements of the Escrow.
- G. Attach the execution pages for the Rental Agreement signed by County and Tenants to duplicate originals, and deliver a fully executed Rental Agreement to each of County and Tenants at the address specified in Section 13 of this Agreement.
- H. After the Initial Close of Escrow and until the Final Close of Escrow, the Supplemental Payment will be held by Title Company in an interest bearing account. All interest accruing on the Supplemental Payment is to be paid by the Title Company in accordance with Section 6.5.2.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company will notify Grantors and the County and will retain all funds and documents pending receipt of further instructions from the County.

6.5. Final Close of Escrow. At the Final Close of Escrow, (i) the Supplemental Payment, less the Adjustment, as defined in Section 6.5.3, is to be disbursed to Grantors by the Title Company in accordance with this Section 6.5, and (ii) the Adjustment is to be paid to the County in accordance with this Section 6.5.3.

6.5.1. Events Necessary to Release Supplemental Payment. Grantors shall receive the Supplemental payment, less the Adjustment, as soon as practicable following the occurrence of either (a) or (b): (a) Tenant fully vacates the Property prior to the Final Close of Escrow ("Final Close of Escrow"), or (b) (i) Tenants completion of all of the Tenants' Obligations under the Rental Agreement, and (ii) the total amount of the Adjustment has been determined.

6.5.2. Completion of Grantors Obligations. If the events necessary to release Supplemental Payment have been satisfied, on the Final Close of Escrow the Title Company is instructed to disburse the Supplemental Payment, less any prorated amounts and charges to be paid by or on behalf of Grantors, and including all interest accrued thereon, to Grantors.

6.5.3. Adjustment to Supplemental Payment. Interest that has accrued on the \$10,000 Supplemental Payment is to be paid by the Title Company as follows: the interest on that portion paid to the Grantors (the Supplemental Payment less the Adjustment) will be paid to the Grantors, and the interest on that portion paid to the County (the Adjustment) will be paid to the County.

6.5.4. Notwithstanding the foregoing, in no event will the Adjustment exceed the amount of the Supplemental Payment.

6.5.5. Final Closing Statement. At the Final Close of Escrow, the Title Company is to prepare and deliver to County and Grantors one signed copy of the Title Company's final closing statement showing all receipts and disbursements of the Purchase Price, the Supplemental Payment and the Adjustment effective as of the Final Close of Escrow.

7. **County's Right to Enter the Property.** Upon County Board approval of this Agreement, the County's agents, contractors and employees have the right to enter on the property for the purposes of the County, including but not limited to surveys, studies, and conducting soils tests for asbestos and lead containing materials from various exterior and interior surfaces of the building. The right to enter may also include a scheduled on-site pre-bid demolition conference.

8. **Grantors' Representations and Warranties.** Grantors make the following representations and warranties with the understanding that these representations and warranties are material and are being relied upon by County. Grantors represent and warrant to the County that as of the date of this Agreement and as of the Initial Close of Escrow:

8.1. Marketable Title. Grantors are the owner of the Property and have marketable and insurable fee simple title to the Property clear of restrictions, leases, liens and other encumbrances, subject only to the Approved Exceptions. Commencing with the full execution of this Agreement by all parties and until the Initial Close of Escrow, Grantors shall not permit any liens, encumbrances or easements to be placed on the Property other than the Approved Exceptions, nor shall Grantors enter into any agreement that affects the Property that binds the County after the Initial Close of Escrow without the prior written consent of the County.

8.2 Condition of Property. To the best of Grantors' knowledge, Grantors have disclosed to the County all information, records and studies maintained by Grantors in connection with the Property concerning hazardous substances. Grantors are not concealing any knowledge of the presence of contamination or hazardous substances on, from or under the Property. Any information that Grantors have delivered to the County either directly or through Grantors' agents is accurate and Grantors have disclosed all material facts with respect to the Property.

8.3 Other Matters Affecting Property. To the best of Grantors' knowledge, (i) there are not presently any actions, suits, or proceedings pending or threatened against or affecting the Property or the interest of Grantors in the Property or its use that would affect Grantors' ability to consummate the transaction contemplated by this Agreement, (ii) there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the Property, and (iii) there are not presently any pending or threatened

condemnation, eminent domain or similar proceedings affecting the Property, except for the eminent domain proceeding threatened by County and identified in Recital B and C, and Section 8.4 of this Agreement. Grantors shall promptly notify County of any of these matters arising in the future.

- 8.4 Dismissal of Eminent Domain Action. Grantors agree and consent to the dismissal of any eminent domain action in the Superior Court wherein the Property is included. Grantors waive any and all claims to any money that may now be on deposit in said action and any rights it may have to attorneys fees and litigation costs under the Eminent Domain Law (Code of Civil Procedure section 1230.010 et seq.) or otherwise, including but not limited to rights under Code of Civil Procedure section 1268.610.
- 8.5 Grantors' Authority. This Agreement and all other documents delivered prior to or at the Close of Escrow have been authorized, executed, and delivered by Grantors; are binding obligations of the Grantors; and are collectively sufficient to transfer all of Grantors' rights to the Property.
- 8.6. "To the best of Grantors' knowledge" means the actual knowledge of Ovette Baluyut, Thomas Y. Baluyut and Carmelita Baluyut, without any duty of inquiry.

In addition to any other remedies that may be available to the County as the result of a breach of any of the foregoing warranties or representations, Grantors agree to defend and hold the County harmless and reimburse the County for any and all loss, cost, liability, expense, damage or other injury, including without limitation, attorneys fees, incurred by reason of, or in any manner resulting from the breach of any of the warranties and representations contained in this Agreement and all third party claims arising out of or related to any facts or circumstances with respect to the period prior to the Initial Close of Escrow.

9. **County's Representations and Warranties.** The Director of Public Works, on behalf of the County, warrants that, upon approval of this Agreement by the County's Board of Supervisors, this Agreement constitutes a binding obligation of the County.
10. **Investigations and As-Is Sale.** County is purchasing the Property based upon its own investigations and agrees to purchase the Property "As-Is" and to assume all risk, known or unknown, suspected or unsuspected with respect to the Property.
11. **Survival.** All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the assignment, expiration or termination of this Agreement and shall not merge in the deed or other documents following the delivery and recordation of said deed or other documents.
12. **Assignment and Successors.** The Grantors may not assign their rights and liabilities under this Agreement. The County has the right to assign all of its rights and liabilities under this Agreement to any party. This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

13. **Notices.** The parties shall send all notices required or permitted under this Agreement in writing by facsimile with written transmission confirmation, overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

Grantors: Ovette Baluyut
Thomas Y. Baluyut & Carmelita Baluyut
2706 E. Tregallas Road
Antioch, CA 94509
Telephone: 925-216-2485 (Ovette's cell)

County: Contra Costa County
Public Works Department
Attention: C. Pina-Sandoval, Real Property Division
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-313-2012/Facsimile: 925-646-0288

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) upon confirmed facsimile transmission, (ii) the next business day, if sent by overnight courier, or (iii) three days after being deposited in the United States Postal system.

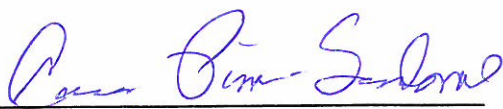
14. **Entire Agreement.** This Agreement and the Rental Agreement contain the entire agreement between the parties hereto and all prior understandings or agreements, oral or written, are superseded by this Agreement and the Rental Agreement. The performance of this Agreement constitutes the entire consideration for said documents and will relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement. Grantors have no other right or claim to compensation arising out of or connected with the acquisition of the subject property by the County, except as specifically set forth in this Agreement, including but not limited to all claims for compensation for improvements pertaining to realty, all claims for compensation for fixtures, equipment or machinery, attorneys' fees, costs or damages of every kind and nature by reason of County's acquisition of the subject property and Grantors agree never to assert such a claim.
15. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement is not to be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement. The Recitals are, and are enforceable as, a part of this Agreement.
16. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.

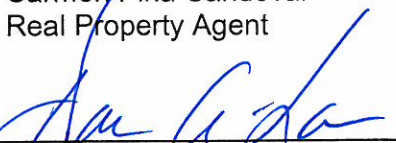
17. **Waiver.** A waiver or breach of any covenant or provision in this Agreement is not a waiver of any other covenant or provision in this Agreement and no waiver is valid unless in writing and executed by the waiving party
18. **Severability.** If any term or provision of this Agreement is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement will not be affected.
19. **Governing Law and Venue.** The laws of the State of California govern all matters arising out of this Agreement. The venue of any litigation pertaining to this Agreement will be Contra Costa County, California.

CONTRA COSTA COUNTY

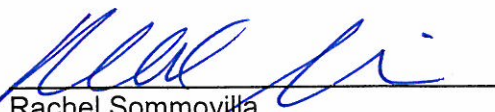
By: _____
Julia R. Bueren
Director of Public Works

Recommended for Approval:

By: 
Carmen Pina-Sandoval
Real Property Agent

By: 
Karen A. Laws
Principal Real Property Agent

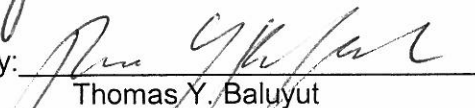
Approved as to Form:
County Counsel

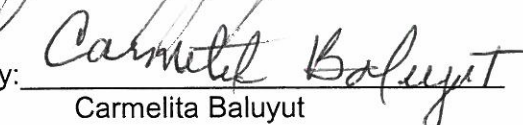
By: 
Rachel Sommovilla
Deputy County Counsel

Date: _____
(Date of Board Approval)

GRANTORS

By: 
Ovette Baluyut

By: 
Thomas Y. Baluyut

By: 
Carmelita Baluyut

Date: Dec 17 2010
(Date signed by Grantors)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Exhibit A - Legal Description of Property
Exhibit B - Form of Rental Agreement

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel C, as shown on the parcel map filed September 4, 1989 in Book 89 of Parcel Maps, page 4, Contra Costa County Records.

APN: 068-151-017

EXHIBIT "B"

Names: Ovette Baluyut and Daynah Sandoval-Baluyut
Address: 2706 E. Tregallas Road
City: Antioch, CA 94509

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RENTAL AGREEMENT

This Agreement is hereby executed in duplicate on _____, by and between CONTRA COSTA COUNTY hereinafter designated as "COUNTY," and the undersigned, designated as "TENANTS," who hereby agree to rent property owned by COUNTY, described as follows: 2706 E. Tregallas, Road, Antioch, CA 94509, Assessor's Parcel No. 068-151-017, designated as "PREMISES".

TENANTS hereby jointly and severally approve, agree, and consent to the following terms and conditions:

1. TERM: The term of this tenancy shall be month to month, commencing at the close of escrow number 10-334720-DH held with Fidelity National Title Company, 501 Sycamore Valley Road West, Danville, CA 94526 and continuing through the vacation of the PREMISES by TENANTS. The tenancy shall terminate on June 30, 2011, if not terminated earlier in accordance with the termination and vacation provisions of this agreement.
2. RENT: The rent for the use of the above PREMISES shall be as follows:

| | |
|---|------------------|
| Close of escrow through March 31, 2011: | \$0.00 |
| April 1, 2011 through vacation: | \$2,500.00/month |

TENANTS agree that said rent will be paid from the \$10,000 held in escrow with Fidelity Title Company each calendar month as long as tenancy continues. Once TENANTS vacate the PREMISES a check or money order with the prorated amount, if applicable, should be made by Fidelity National Title Company payable to CONTRA COSTA COUNTY and mailed to:

CONTRA COSTA COUNTY
Public Works Department
Attention: Principal Real Property Agent
255 Glacier Drive
Martinez, CA 94553

3. UTILITIES: TENANTS shall pay promptly when due all gas, electric; water, garbage and other utility bills applicable to the PREMISES during TENANTS' occupation and TENANTS shall save COUNTY harmless therefrom.
4. REPAIRS AND MAINTENANCE: The PREMISES are rented on an "AS IS" basis. TENANTS acknowledge that, as of the commencement of this Agreement, the PREMISES are in a condition fit for human occupation and in a clean and tenantable condition.

TENANTS shall keep PREMISES in a clean, decent, safe, and sanitary condition, free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin. TENANTS shall maintain and repair the interior and exterior of the PREMISES including, but not limited to, windows, plumbing, and electrical lighting and wiring. TENANTS shall maintain landscaping and perform weed abatement to the demised PREMISES.

TENANTS shall not charge to the COUNTY the cost of any repair work performed or ordered done by the TENANTS without the express prior written approval of the COUNTY to do so.

TENANTS shall take every care to prevent fires and not keep gasoline, solvents or other combustible materials or substances on the PREMISES. In the event that the PREMISES are destroyed by fire, this Agreement shall immediately terminate. TENANTS shall not allow non-operating vehicles or parts thereof to remain on the PREMISES.

5. SUBLETTING: TENANTS shall not assign this tenancy or any interest therein and shall not sublet said PREMISES or any part thereof. Any such assignment or subletting without the COUNTY's consent shall be void and shall, at COUNTY's option, terminate this tenancy.
6. ALTERATIONS: TENANTS agree not to make or suffer any alterations to be made in or on said PREMISES without first obtaining the written consent of COUNTY.
7. TERMINATION BY TENANTS: TENANTS will give the COUNTY fifteen (15) days written notice of intention to move or vacate the PREMISES. Upon vacating, Tenants agree to leave same in a neat, clean, orderly condition, allowing, of course, for ordinary and normal usage during occupancy; and to reimburse COUNTY for any damage done to said PREMISES caused by TENANTS' occupancy or tenancy, other than that due to normal use. Upon vacating, TENANTS agree to restore PREMISES to the same or better condition.
8. USE OF PREMISES: TENANTS agree to subscribe to an authorized garbage disposal service on a weekly basis. TENANTS will keep and maintain PREMISES and all landscaping in a neat, clean, and orderly condition at all times during occupancy, and not permit rubbish, garbage, weeds, etc., to accumulate at any time; nor commit, suffer or permit any waste of said PREMISES or any acts to be done in violation of any laws or ordinances; nor use or permit the use of said PREMISES for any illegal or immoral purposes, including but not limited to illegal use or sale of drugs. TENANTS shall comply with all State laws and local ordinances concerning said PREMISES and the use thereof.

TENANTS agree not to support, permit or maintain any nuisance on/or about any part of the PREMISES. TENANTS further agree to conduct and cause other persons who are on the PREMISES with his consent to conduct themselves in a manner, which will not disturb his neighbors' peaceful enjoyment of their accommodations and which will be conducive to maintaining the PREMISES in a decent, safe, and sanitary condition.

9. LIQUID-FILLED FURNITURE: No liquid-filled furniture shall be kept on the PREMISES without express written permission of the COUNTY through execution of a Waterbed Agreement signed by TENANTS and COUNTY. COUNTY reserves the right to deny this permission.

10. **HOLD HARMLESS:** TENANTS shall defend, indemnify, save, protect, and hold harmless COUNTY, its officers, and employees from any and all claims, costs, and liability, including reasonable attorneys' fees, for any damage, injury or death, including without limitation all consequential damages from any cause whatsoever, to persons or property, arising directly or indirectly from or connected with this Agreement, including, but not limited to, any act undertaken pursuant to the Agreement, or the TENANTS' use or possession of the PREMISES, save and except claims or litigation arising from the sole negligence or sole willful misconduct of COUNTY, its officers or employees, and, if required by COUNTY, will defend any such actions at the sole cost and expense of the TENANTS.
11. **INSURANCE:** COUNTY will not keep TENANTS' personal property insured against fire, or any other insurable risks, and TENANTS waive the right to claim damages from the COUNTY for any damage resulting to said property in the event it is damaged or destroyed by fire or any other cause.

TENANTS waive the right to claim damages from COUNTY for any damage or loss resulting to any property owned by the TENANTS or stored on the PREMISES, in the event that it is damaged, destroyed or lost as a result of fire, theft or any other cause.

TENANTS agree, at no cost to COUNTY, to obtain and maintain during the entire duration of tenancy, Renter's Insurance, including comprehensive liability insurance with a minimum combined single limit coverage of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for all claims or losses due to bodily injury, sickness or disease or death to any person, or damage to PREMISES, including loss of use thereof arising out of each accident or occurrence. Said coverage shall provide for a thirty (30) day written notice to the County of cancellation or lapse. Evidence of such coverage shall be furnished to the County within three (3) days of execution of this Agreement.

12. **NOTICE TO VACATE:** TENANTS agree to vacate said PREMISES at any time within thirty (30) days after receipt of a notice to do so from COUNTY; and failing to vacate as herein provided, agrees that COUNTY, or its authorized agents, may enter upon said PREMISES and remove TENANTS' personal property therefrom and, in this event, TENANTS expressly waive any and all claims for damages against COUNTY, its agents or employees. In addition, TENANTS' rights to relocation benefits, if any, (as set forth in California Government Code Section 7260 et seq. and 42 United States Code section 4601 et seq.) have been explained fully and are understood by TENANTS. TENANTS warrant and represent that TENANTS do not have, nor shall they claim, any further right to relocation benefits arising out of or connected with the occupancy of the PREMISES as TENANTS; and TENANTS knowingly waive any such right or claim. Such waiver does not apply to their benefits as former owners of said PREMISES.
13. **WASTE, QUIET CONDUCT:** TENANTS shall not commit, or suffer to be committed, any waste upon said PREMISES, or any nuisance or other act or thing which may disturb the quiet enjoyment of other residents in the neighborhood.

14. **INSPECTION OF PREMISES:** COUNTY reserves and shall have the right by its agents or employees to enter on said PREMISES at any and all reasonable times to inspect said PREMISES, after notifying TENANTS at least twenty-four (24) hours in advance of the inspection.

In an emergency, COUNTY may enter the PREMISES at any time without securing prior permission from TENANTS for the purpose of making corrections or repairs to alleviate such emergency.

15. **TERMINATION BY COUNTY:** COUNTY may terminate this Agreement at any time in the event of a violation on TENANTS' part of any of the terms or conditions herein by giving written notice to TENANTS to surrender possession of the PREMISES.
16. **COUNTY'S RIGHT OF ENTRY:** TENANTS shall not vacate or abandon the PREMISES at any time during the term of this Agreement. If COUNTY's right of reentry is exercised following abandonment of the PREMISES by TENANTS then COUNTY may consider any personal property belonging to TENANTS and left on the PREMISES to have been abandoned, in which case COUNTY may dispose of all such personal property in any manner it shall deem proper and is hereby expressly relieved of all liability for doing so.
17. **WAIVER:** The waiver by COUNTY of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition herein contained.
18. **WRITTEN AGREEMENT:** Neither party has relied on any promise or representation not contained in this Rental Agreement. All previous conversations, negotiations, and understandings are of no further force or effect. This Rental Agreement may be modified only by a writing signed by both parties. The headings of the paragraphs are for convenience only and are not a part of this Rental Agreement; nor shall they be considered in construing the intent of this Rental Agreement.
19. **HAZARDOUS SUBSTANCES:** TENANTS shall not store, keep, or use hazardous substances on the PREMISES. TENANTS acknowledge that hazardous substances may permanently and materially impair the value and use of real PREMISES.

A "Hazardous Substance" is defined to mean any substance, material or waste, including asbestos and petroleum (including crude oil or any fraction thereof), which is or becomes designated, classified or regulated as being "toxic," "hazardous", a "pollutant" or similar designation under any federal, state or local law, regulation or ordinance.

TENANTS agree to defend, save, protect, indemnify and hold COUNTY harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs, and expenses (including sums paid in settlement of claims and all consultant, expert and legal fees and expenses of COUNTY's counsel) or loss directly or indirectly arising out of or resulting from the presence of any hazardous substance as a result of TENANTS' activities, in or around any part of the PREMISES, including those incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, or any resulting damages or injuries to the person or property of any third parties or to any natural resources.

20. PUBLIC USE: TENANTS understand and agree that the property has been acquired for a future public use and will be available as rental property only in the interim between the time of acquisition and its development for public use.
21. SEVERABILITY: The validity or illegality of a provision shall not affect the remainder of the Agreement.
22. TIME IS OF THE ESSENCE of each and all of the terms and provisions of this agreement.

COUNTY OF CONTRA COSTA,
A political subdivision of
the State of California

TENANTS

By: _____
Julia R. Bueren
Public Works Director

By: _____
Ovette Baluyut

RECOMMENDED FOR APPROVAL

By: _____
Daynah Sandoval-Baluyut

By: _____
Karen A. Laws
Principal Real Property Agent

Date: _____
(Date signed by Tenants)