

## RELEASE AGREEMENT

Effective April \_\_\_\_, 2017 ("Effective Date"), Tom McMillin ("McMillin") and Contra Costa County, a political subdivision of the State of California ("County"), enter into this Release Agreement ("Agreement").

- A. On August 29, 2016, County filed a complaint in Contra Costa County Superior Court (Case No. 16-01648), entitled *Contra Costa County v. Ron Nunn Family, LP, et al.* ("the Complaint"), naming McMillin as a defendant ("the Action").
- B. On November 18, 2017, McMillin filed an answer to the Complaint ("the Answer"). Concurrently with filing the Answer, McMillin incurred a Court filing fee of \$435.
- C. On January 25, 2017, County dismissed McMillin as a defendant from the Action.
- D. Following the dismissal, McMillin requested that County pay him \$435 as reimbursement for the fee McMillin incurred when he filed the Answer.

### Agreement

Now, therefore, for valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows:

**1. Payment to McMillin.** County shall pay McMillin the sum of \$435, no later than twenty (20) days after the Effective Date of this Agreement.

**2. Release of County by McMillin.** In consideration for the payment from County, McMillin agrees that he will not file a Memorandum of Costs or any other claim for payment in the Action, or otherwise, and hereby releases and discharges County, its employees, agents, attorneys, officers, divisions, departments, related agencies and entities, affiliates, successors, and assigns, from any and all claims, demands, causes of action, obligations, damages, and liabilities, including without limitation, attorney's fees and costs, related to the Complaint, the Answer, and the Action. For the purposes of this release, McMillin expressly waives the provisions and benefits of section 1542 of the California Civil Code, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

**3. Entire Agreement.** This Agreement contains the entire agreement among the Parties and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Agreement, whether oral or in writing, among the Parties with respect to the Action. The Parties acknowledge that no representations, inducements, promises, or statements, oral or otherwise, have been made by any of the Parties or by anyone acting on behalf of the

Parties that are not embodied or incorporated by reference herein, and further agree that no other covenant, representation, inducement, promise, or statement not set forth in this Agreement shall be valid or binding.

**4. Modification or Amendment.** This Agreement may not be modified or amended except in a writing signed by the authorized representatives of all Parties.

**5. Applicable Law.** This Agreement shall be governed by and construed in accordance with California law.

**6. Construction and Interpretation.** The section headings and captions of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties have prepared it. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

**7. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year set forth below.

**CONTRA COSTA COUNTY**

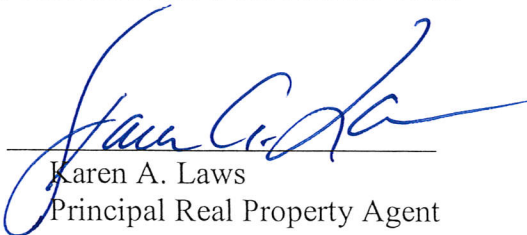
By: \_\_\_\_\_  
Julia R. Bueren  
Public Works Director

By: \_\_\_\_\_  
Tom McMillin

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

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

**RECOMMENDED FOR APPROVAL:**

By:  \_\_\_\_\_  
Karen A. Laws  
Principal Real Property Agent