

**AGREEMENT BETWEEN
CONTRA COSTA COUNTY
AND
THE GRANTEE NAMED HEREIN**

Effective _____, 2017, ("Effective Date") this Agreement is entered into by and between Contra Costa County, (hereinafter "County") and Stephens & Stephens X, LLC, a California limited liability company (hereinafter "Grantee"). Each of County and Grantee is sometimes referred to herein as a "Party," and together as "Parties."

R E C I T A L S

- A. The County is the owner of approximately .722 acres of real property located in Contra Costa County, California and described and depicted in Exhibit A attached hereto and incorporated herein by reference. The real property described in Exhibit A, including improvements thereon, if any, is referred to herein as the "Property." The Property is adjacent to property owned by Grantee.
- B. The County acquired fee title to the Property as an uneconomic remnant for highway purposes related to the State Route 4 West Gap project ("Project"). As part of the Project, several utilities were relocated within easements on and under the Property. Because of its size and location, and existing encumbrances, the Property cannot be used by the County and has no economic value for any person other than a neighboring property owner. Moreover, the Property has a negative value for the County insofar as the County will need to expend funds to maintain the Property.
- C. The Grantee owns property adjacent to the Property, and it desires to acquire the Property. Because the Property is not required for County or other public purposes, including highway purposes, the County desires to convey, and Grantee desires to acquire, the Property by quitclaim deed in the form attached hereto as Exhibit B ("Quitclaim Deed") pursuant to Government Code section 25526.5.

A G R E E M E N T

NOW THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **Effective Date.** It is understood that this Agreement is subject to approval by the County's Board of Supervisors. The Effective Date of this Agreement is the date it is approved by the County's Board of Supervisors ("Effective Date"). This Agreement will be submitted to the Grantee first for approval and execution, and thereafter to County's Board of Supervisors for its consideration. If the County's Board of Supervisors does not approve this Agreement, this Agreement shall not be effective and the County will have no obligations hereunder.
- 2. **Conveyance and Acceptance.** Subject to the terms and conditions in this Agreement, the County will convey, and the Grantee shall accept, the Property, by the Quitclaim Deed.

3. **Title; Quitclaim Deed.** The right, title, and interest in the Property to be conveyed by County pursuant to this Agreement shall not exceed that vested in the County. The Property shall be conveyed to the Grantee by the Quitclaim Deed subject to all title exceptions, restrictions, easements, liens, and reservations, whether or not of record, existing as of the date of the conveyance. The Grantee may not enter, occupy, or take possession of the Property until the Grantee causes the Quitclaim Deed from the County to be recorded.
4. **Escrow.** It is mutually agreed this transaction will be handled through an internal escrow with Contra Costa County, Public Works Department, 255 Glacier Drive, Martinez, California, 94553.
5. **Close of Escrow.** Within 15 days after the Effective Date, the County shall deliver to the Grantee the executed Quitclaim Deed conveying the Property to the Grantee, which shall be considered the close of Escrow. Within five (5) days after it receives the executed Quitclaim Deed from the County, the Grantee shall record the deed and deliver to the County, at the address in Section 9, a conformed copy of the recorded deed.
6. **Condition of the Property.** The Grantee shall accept the Property at the close of Escrow in an "as-is" condition. Neither the County nor its agents or employees have made any warranty, guarantee, or representation concerning any matter or thing affecting or relating to the Property, including the physical condition of the Property, any improvements thereon, the condition of the soil, geology, or seismic conditions of the Property, the presence of known or unknown faults, on, in, or under the Property, and the environmental condition of the Property; nor does the County assume any responsibility for the conformance the codes or permit regulations of the city within which the Property is located. The Grantee relies solely on the Grantee's own judgment, experience, and investigations as to the present and future condition of the Property or its suitability for the Grantee's intended uses and is not relying on any disclosure or representation from the County. Beginning on the close of Escrow, the Grantee shall be solely responsible for the maintenance of the Property.

As partial consideration for this Agreement, the Grantee hereby releases and discharges the County and its employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors, and assigns from any and all claims, demands, causes of action, obligations, damages, and liabilities, which Grantee now has or could assert in any manner related to or arising from the Project, the condition of the Property, the presence of any hazardous substance in or around the Property, and the Grantee's present or future use of the Property. The Grantee knowingly waives the right to make any claim against the County for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

"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 SETTLEMENT WITH THE DEBTOR"

This Section 6 shall survive the close of escrow and shall not merge into the Quitclaim Deed.

7. **Indemnification.** As partial consideration for this Agreement, the Grantee shall defend, indemnify, protect, save, and hold harmless the County, its officers, agents, and employees, from any and all claims, costs, and liability for any damages, sickness, death or injury to persons or property, including without limitation all consequential damages (collectively, "Liabilities"), that may be asserted against or suffered by the County at any time after Grantee takes title to the Property on account of or arising directly or indirectly, in whole or in part, from or connected with the Grantee's occupancy, use, or repairs to the Property, or the current or future condition of the Property, or any representations, misrepresentations, or non-representations by the Grantee to any third party regarding the Property's condition or use; and the Grantee will make good to and reimburse the County for any expenditures, including reasonable attorneys' fees, that the County may make by reason of such matters and, if requested by the County, will defend any such suits at the Grantee's sole expense. The provisions of this Section 7 shall survive the close of escrow and shall not merge into the Quitclaim Deed. The Grantee's indemnification obligations under this Section 7 shall apply to those Liabilities that accrue from events first occurring from and after the close of escrow.
8. **Assignment, Successors, and Third-Party Rights.** This Agreement may not be assigned by either Party without the express written consent of the other Party. This Agreement shall be binding on and inure to the benefit of the Parties, and their respective heirs, personal representatives, successors, and assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.
9. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. The place for delivery of all notices given under this Agreement shall be as follows:

Grantee: Stephens & Stephens X, LLC
c/o D. R. Stephens & Company
465 California Street, Third Floor
San Francisco, CA 94104
Attn: Lane Stephens

County: Contra Costa County Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Telephone: (925)642-7642
Attn: L. Lucy Owens

or to such other addresses as the County and the Grantee may respectively designate by written notice to the other.

10. **Entire Agreement.** This Agreement, including the attached exhibits, contains the entire agreement between the Parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

11. **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 shall not 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 shall not apply to the interpretation of this Agreement. The Recitals are and shall be enforceable as a part of this Agreement.
12. **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.
13. **Waiver.** A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving Party.
14. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
15. **Governing Law.** This Agreement shall be governed and construed in accordance with California law.

CONTRA COSTA COUNTY

RECOMMENDED FOR APPROVAL:

By 
Real Property Agent

By _____
Principal Real Property Agent

APPROVED:

By _____

Date _____
(Date of Board Approval)

Attachments:

Exhibit A – Legal Description of the Property

Exhibit B –Quitclaim Deed

GRANTEE:

Stephens & Stephens X, LLC,
a California limited liability company

By: 
Lane Stephens, Manager

Date: 10/25/17
(Date Signed by Grantee)

Exhibit A

Legal Description of the Property

EXHIBIT "A"

Real property situated in the Rancho El Pinole, being a portion of the unincorporated area of Contra Costa County, State of California, described as follows:

Being a portion of that certain parcel of land designated as Parcel 1 (56450-1) as described in the Grant Deed to Contra Costa County recorded February 18, 2010 as Document No. 2010-0032122, Official Records of said County, being more particularly described as follows:

BEGINNING at a point lying on the southeasterly line of said Parcel 1 (56450-1), from which the southerlymost corner thereof bears South 28°54'22" West 11.929 meters [39.137 ft US]; thence departing last said line,

1. North 68°27'29" West 18.427 meters [60.456 ft US]; thence,
2. Northwesterly, along the arc of a non-tangent curve to the right, concave to the northeast, the center of which bears North 24°28'42" East 789.434 meters [2590.001 ft US], through a central angle of 07°18'33", an arc distance of 100.707 meters [330.403 ft US]; thence,
3. North 58°12'43" West 147.320 meters [83.332 ft US]; thence,
4. North 31°47'17" East 4.042 meters [13.261 ft US]; thence,
5. South 73°35'12" East 82.184 meters [269.632 ft US]; thence,
6. South 74°23'48" East 30.663 meters [100.600 ft US]; thence,
7. South 76°07'45" East 62.543 meters [205.193 ft US]; thence,
8. South 59°05'04" East 95.413 meters [313.034 ft US] to said southeasterly line; thence along last said line,
9. South 28°54'22" West 45.437 meters [149.071 ft US] to the **POINT OF BEGINNING**.

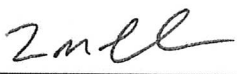
Containing 9,587 square meters [31,453 sq ft US], more or less.

RESERVING unto Grantor any and all abutter's rights of access appurtenant to the above described parcel in and to the adjacent state freeway over and across courses 4 through 7 described above.

A plat map is attached hereto and made a part hereof.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3 (1991.35 HPGN). Multiply distances shown above by 1.000060 to obtain ground level distances.

This real property description has been prepared by me, or under my direction in conformance with the Professional Land Surveyors Act.

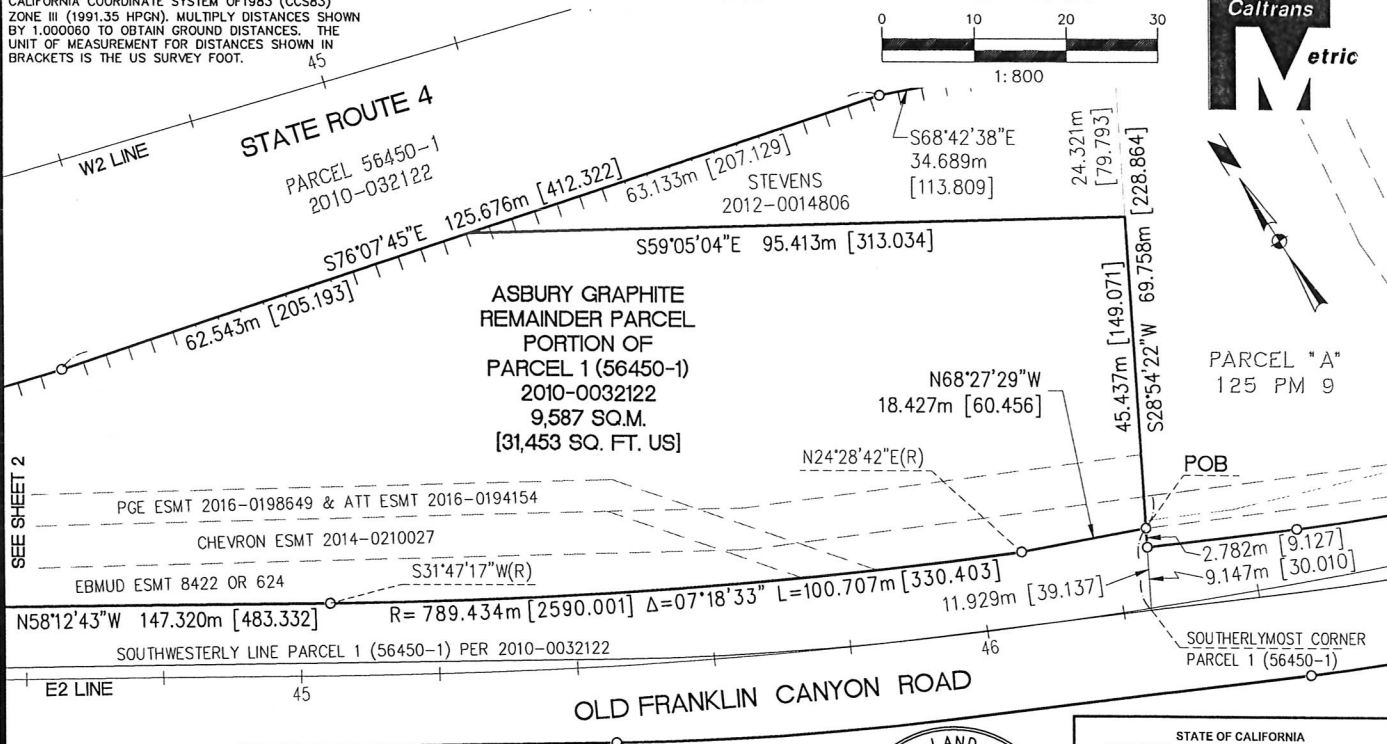
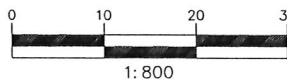

Brian M. Coleson, LS 8367 9/24/2017
Date



BEARINGS AND DISTANCES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83) ZONE III (1991.35 HPGN). MULTIPLY DISTANCES SHOWN BY 1.000060 TO OBTAIN GROUND DISTANCES. THE UNIT OF MEASUREMENT FOR DISTANCES SHOWN IN BRACKETS IS THE US SURVEY FOOT.

CONTRA COSTA COUNTY

SCALE IN METERS



AECOM

2300 CLAYTON ROAD, SUITE 1400
CONCORD, CA 94520
DIRECT: 925-446-3800
FAX: 925-825-1064

LEGEND

- | — | — = ACCESS CONTROLLED
- = DIMENSION POINT
- POB = POINT OF BEGINNING



R-10363.08, R-10363.08A, R-10363.09

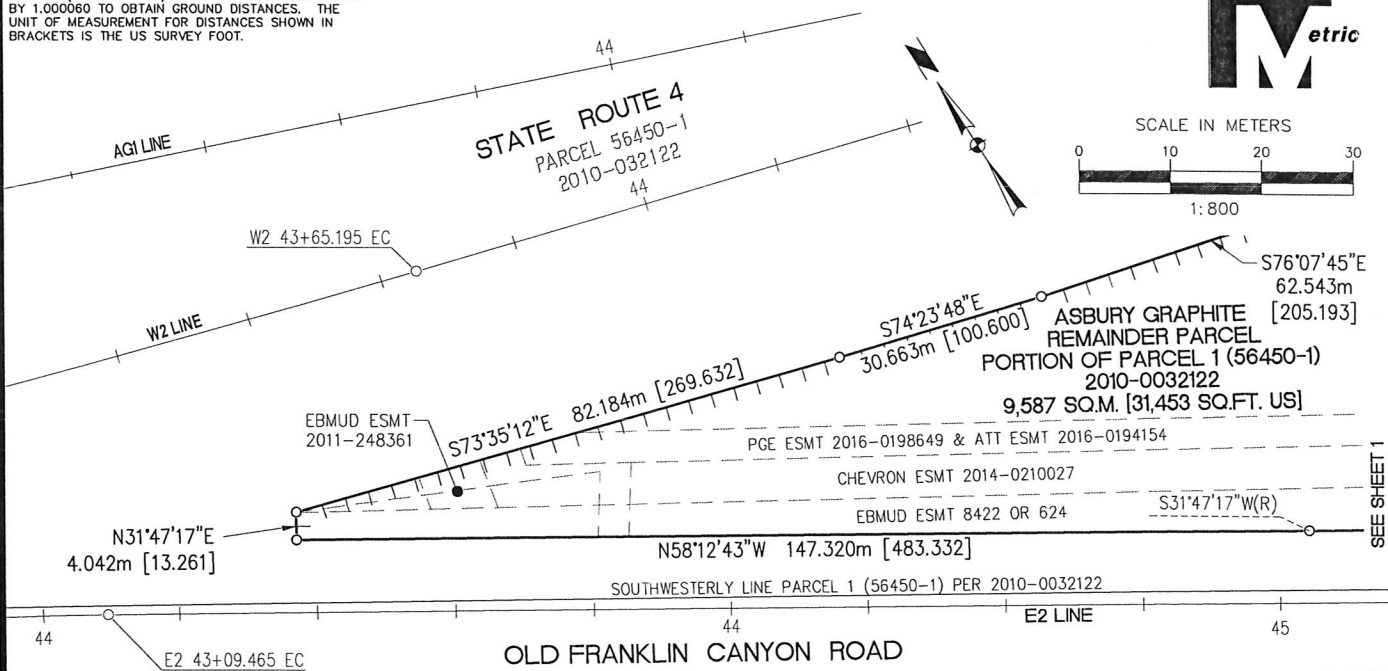
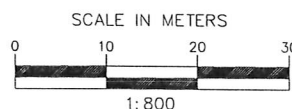
STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION DISTRICT 4

ASBURY GRAPHITE REMAINDER PARCEL

DR. BY	BMC	DATE	9/2017
CKD. BY	BMC	SCALE	AS SHOWN
CO.	RTE.	K.P.	DR. NO.
CC	4	3.9	1 OF 2

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CO.	RTE.	K.P.	DR. NO.
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Exhibit B

Quitclaim Deed

Recorded at the request of:
Stephens & Stephens X, LLC
c/o D. R. Stephens & Company
465 California Street, Third Floor
San Francisco, CA 94104
Attn: Lane Stephens

After recording return to:
Stephens & Stephens X, LLC
c/o D. R. Stephens & Company
465 California Street, Third Floor
San Francisco, CA 94104
Attn: Lane Stephens

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ _____

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY, a political subdivision of the State of California,

Does hereby remise, release and forever quitclaim to STEPHENS & STEPHENS X, LLC, a California limited liability company the following described real property in the unincorporated area of the County of Contra Costa, State of California,

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

CONTRA COSTA COUNTY

Date: _____

By _____
Chair, Board of Supervisors

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

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

WITNESS my hand and official seal.

Signature: _____

Asbury Graphite
Remainder Parcel
Contra Costa County
(State Route 4 Gap Project)

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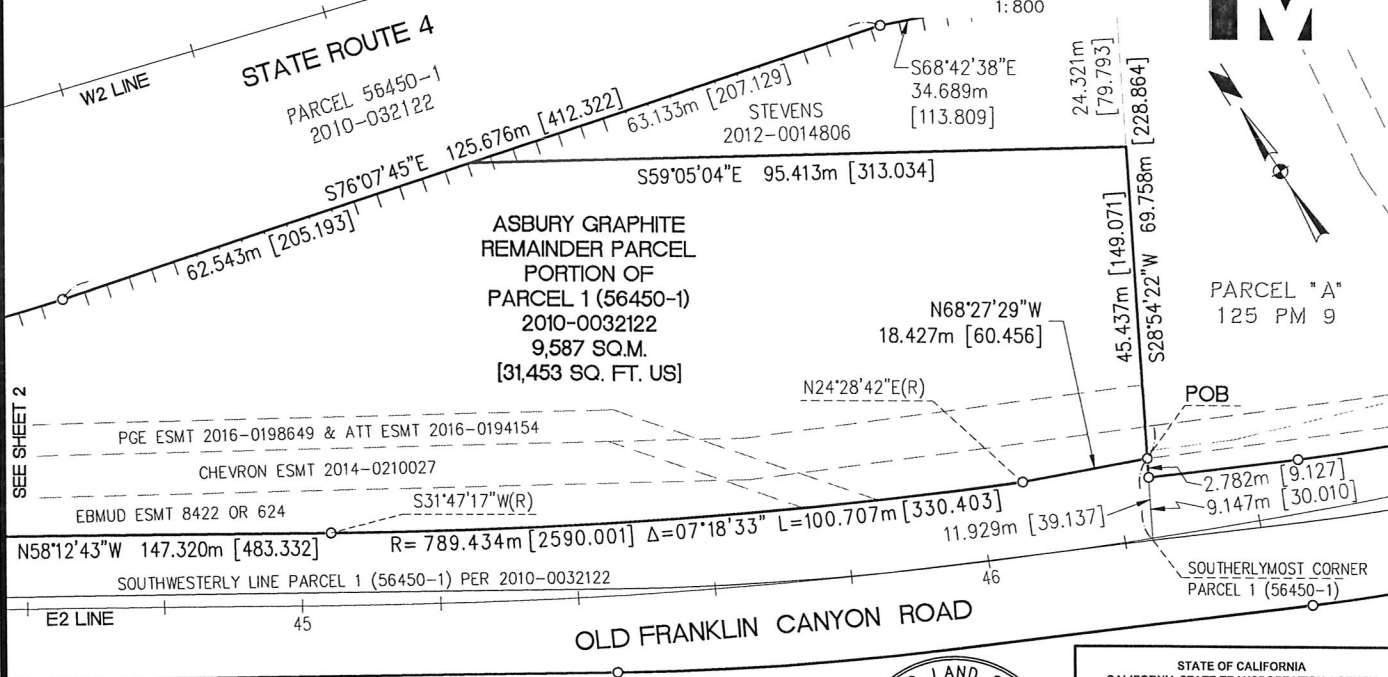
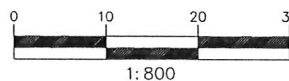

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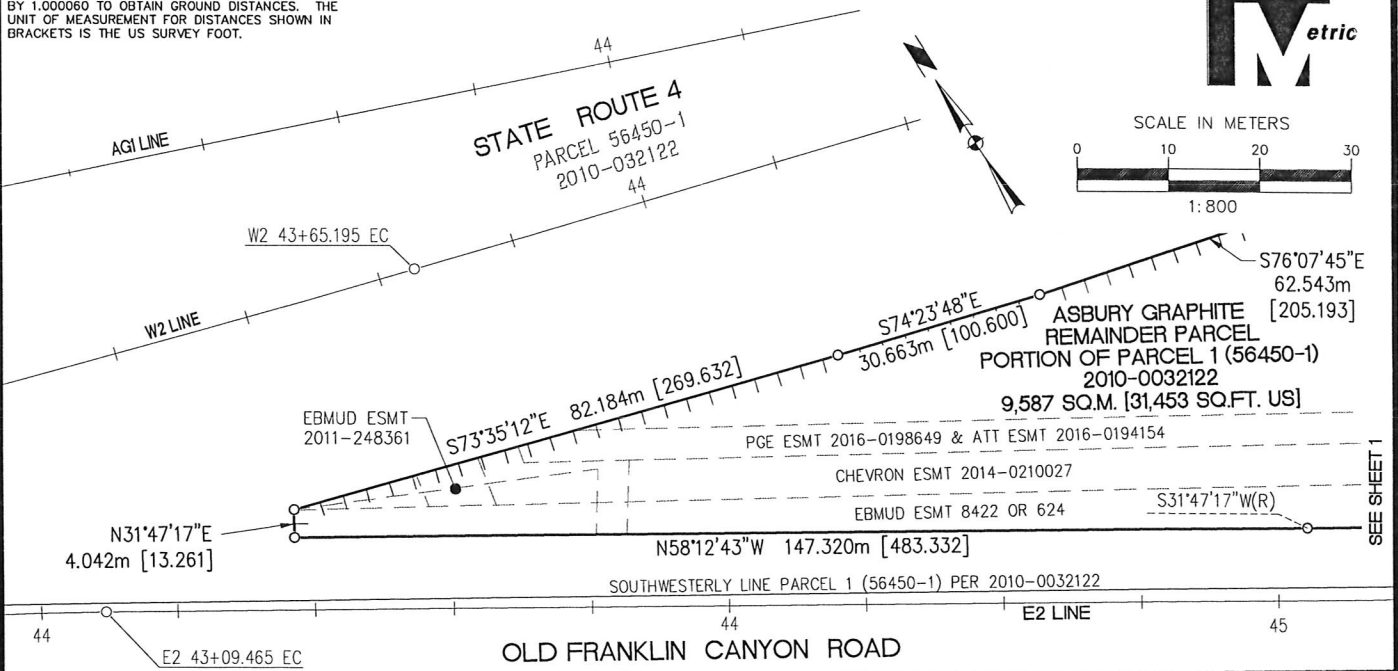
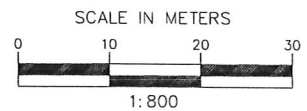
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