

Recorded at the request of:
Contra Costa County

Return to:

Susan E Taber, Trustee
3 E Madill Ct.
Antioch, CA 94509

Portion of Assessor's Parcel No.:068-132-048

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

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

Grants to SUSAN E. TABER, TRUSTEE OF THE LLOYD G. TABER AND SUSAN E. TABER TRUST DATED MARCH 1, 2004, the following described real property in the City of Antioch, of County of Contra Costa, State of California,

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

CONTRA COSTA COUNTY;

Dated _____

By _____

John Gioia
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: _____

Deputy Clerk

EXHIBIT A
TRANSFER PARCEL / COUNTY TO TABER
(TA-1)

Land Description of real property situate in the City of Antioch, County of Contra Costa, State of California and being a portion of Parcel 1(61197-1) as described in that certain Quitclaim Deed to Contra Costa County recorded on July 2, 2012 under Document No. 2012-0155513, Official Records of said County, and being more particularly described as follows:

Commencing at the northeast corner of said Parcel 1(61197-1); Thence along the east line of Parcel 1(61197-1), South 00° 48' 21" West – 41.42 feet for the **Point of Beginning** hereof; Thence continuing along same east line, South 00° 48' 21" West – 22.08 feet for the beginning of a curve to the left, from which point the center bears South 61° 30' 53" West; Thence crossing through Parcel 1(61197-1) for the following two (2) courses: (1) in a northwesterly direction 23.80 feet along the arc of said curve to the left, having a radius of 120.50 feet and through a central angle of 11° 19' 01", and (2) North 79° 57' 31" East – 13.86 feet to the **Point of Beginning**.

Containing 141 square feet (measured in ground distances), more or less.

The **BASIS OF BEARINGS** for this project is the California Coordinate System of 1983, Zone III (Epoch 2000.86) as determined locally by GPS survey measurements and a least squares adjustment holding NGS control stations LAKE ALHAMBRA – PID JS4835, HPGN D CA 04 HK – PID AA3821, GPS CONTROL POINT 41 – PID DE8498, GPS CONTROL POINT 59 – PID DE8508, and GPS CONTROL POINT 60 – PID DE8505 fixed per geodetic values published by the State of California Record of Survey No. 3151 and recorded in 136 LSM 3 thru 6. The projects combined scale factor is 0.99993878. Multiply grid distances by 1.0000612 to obtain ground distances.

See Exhibit B – Plat to Accompany Legal Description which is attached hereto and made a part hereof.

END OF DESCRIPTION

This description and its accompanying plat were prepared by or under the direction of:



Scott Shortlidge
Professional Land Surveyor
California No. 6441



11-22-2017
Date

LEGEND

- LOT LINE ADJUSTMENT BOUNDARY
- NEW LOT LINE
- LOT LINE TO BE REMOVED
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- SQ.FT. SQUARE FEET
- TA TRANSFER AREA

NOTE

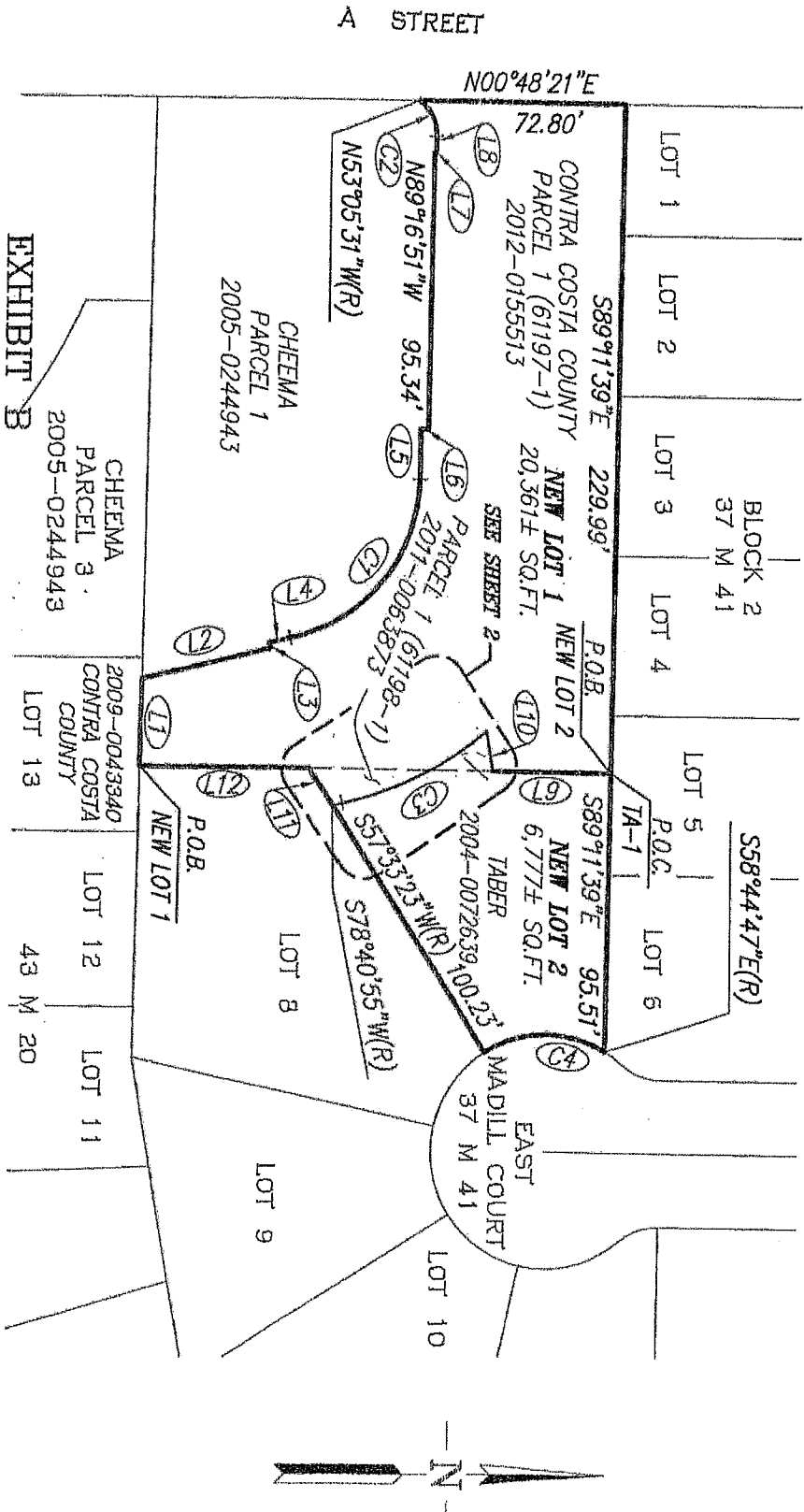
BEARINGS AND DISTANCES ARE BASED ON STATE OF CALIFORNIA RECORD OF SURVEY No. 3151 (136 LSM 3). ALL DISTANCES SHOWN OR DERIVED FROM THIS DRAWING ARE GRID. TO OBTAIN GROUND LEVEL DISTANCES MULTIPLY BY 1.0000612



1 inch = 60 ft.

NOTE:

SEE SHEET 2 FOR DATA TABLE AND TRANSFER AREA DETAIL



A STREET

$N00^{\circ}48'21''E$

72.80'

$N89^{\circ}16'51''W$

95.34'

$N53^{\circ}05'31''W(R)$

$S89^{\circ}11'39''E$

229.99'

$S89^{\circ}11'39''E$

95.51'

$S58^{\circ}44'47''E(R)$

$S89^{\circ}11'39''E$

95.51'

$S57^{\circ}35'32''N(R)$

$S78^{\circ}40'55''W(R)$

$S57^{\circ}35'32''N(R)$

$S78^{\circ}40'55''W(R)$

LOT LINE ADJUSTMENT

PARCEL 1 (61197-1) (2012-0155513)

PARCEL 1 (61198-1) (2011-0063873)

LOT 7 (37 M 41) (2004-0072639)

CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA



RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4590 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

**PURCHASE AND SALE AGREEMENT BETWEEN
CONTRA COSTA COUNTY
AND
SUSAN E. TABER**

This Agreement is entered into by and between Contra Costa County, a political subdivision of the State of California (hereinafter "County") and Susan E. Taber, Trustee of the Lloyd G. Taber and Susan E. Taber Trust Dated March 1, 2004 (hereinafter "Grantee").

RECITALS

- A. County is the owner of approximately 141 square feet of real property located in Contra Costa County, California and described on Exhibit "A" attached hereto and incorporated herein by reference. The real property, including improvements thereon, if any, are collectively referred to herein as the "Property".
- B. County agrees to convey the Property to Grantee under the terms and conditions below.

AGREEMENT

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 Governing Board. This Agreement will be submitted to the Grantor first for approval, and thereafter to the County. This Agreement is effective on the date approved by the County's Governing Board ("Effective Date").
- 2. **Condition of the Property.** Neither County nor its agents or employees, have made any warranty, guarantee, or representation concerning any matter or thing affecting or relating to the Property, nor does it assume any responsibility for the conformance to codes or permit regulations of the City or County within which the Property is located. Grantee shall take title to the Property in its "AS-IS" condition. County has not made, and does not make, any representation as to the physical condition of the Property. Grantee knowingly waives the right to make any claim against the County for any damages related to the condition of the Property, and Grantee expressly waives all rights provided under 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."
- 3. **Indemnification.** 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, from any cause whatsoever, from or connected with the present or future condition of the Property or use of the Property, or any representations, misrepresentations or non-representations regarding its condition or use, and will make good to and reimburse County for any expenditures, including reasonable attorneys' fees that County may make by reason of such matters and, if requested by County, will defend any such suits at the Grantee's sole expense.
- 4. **Transaction Costs.** All recording fees, documentary transfer taxes or other real estate transaction taxes or fees, including Real Estate staff time spent processing and consummating this transaction will be paid by the County.

5. **Survival.** All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive and remain fully enforceable after the conveyance of the Property to the Grantee, and after any 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.
6. **Possession of the Property.** Possession of the Property shall be delivered to the Grantee at the recordation of the deed herein.
7. **Assignment and Successors.** This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective heirs, successors, and assigns, any rights or remedies under or by reason of this Agreement.
8. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing and made as follows:

Grantee: Susan E. Taber
3 E Madill Ct.
Antioch, CA 94509
Telephone: 925-437-0533

County: Real Estate Division
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-313-2000
Attn: Principal Real Property Agent

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

9. **Entire Agreement.** The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall 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. Grantor has 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 agrees never to assert such a claim.
10. **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.
11. **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.

12. **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

13. **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.

14. **Governing Law.** This Agreement shall be governed and construed in accordance with California law.

CONTRA COSTA COUNTY

GRANTEE

By _____
Brian M. Balbas
Public Works Director

By Susan E. Taber
Susan E. Taber, TRE

Date: _____
(Date of Board Approval)

Date 4-30-19
(Date Signed by Grantee)

RECOMMENDED FOR APPROVAL:

By Jann Edmunds
Jann Edmunds
Associate Real Property Agent

By Karen A. Laws
Karen A. Laws
Principal Real Property Agent

APPROVED AS TO FORM:

Sharon L. Anderson, County Counsel

By _____
Deputy County Counsel

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

EXHIBIT A
TRANSFER PARCEL / COUNTY TO TABER
(TA-1)

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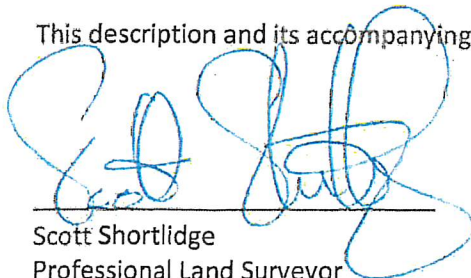
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See Exhibit B – Plat to Accompany Legal Description which is attached hereto and made a part hereof.

END OF DESCRIPTION

This description and its accompanying plat were prepared by or under the direction of:



Scott Shortlidge
Professional Land Surveyor
California No. 6441



11-22-2017
Date

LEGEND

- LOT LINE ADJUSTMENT BOUNDARY
- NEW LOT LINE
- - - - - LOT LINE TO BE REMOVED
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- SQUARE FEET
- TA TRANSFER AREA

NOTE

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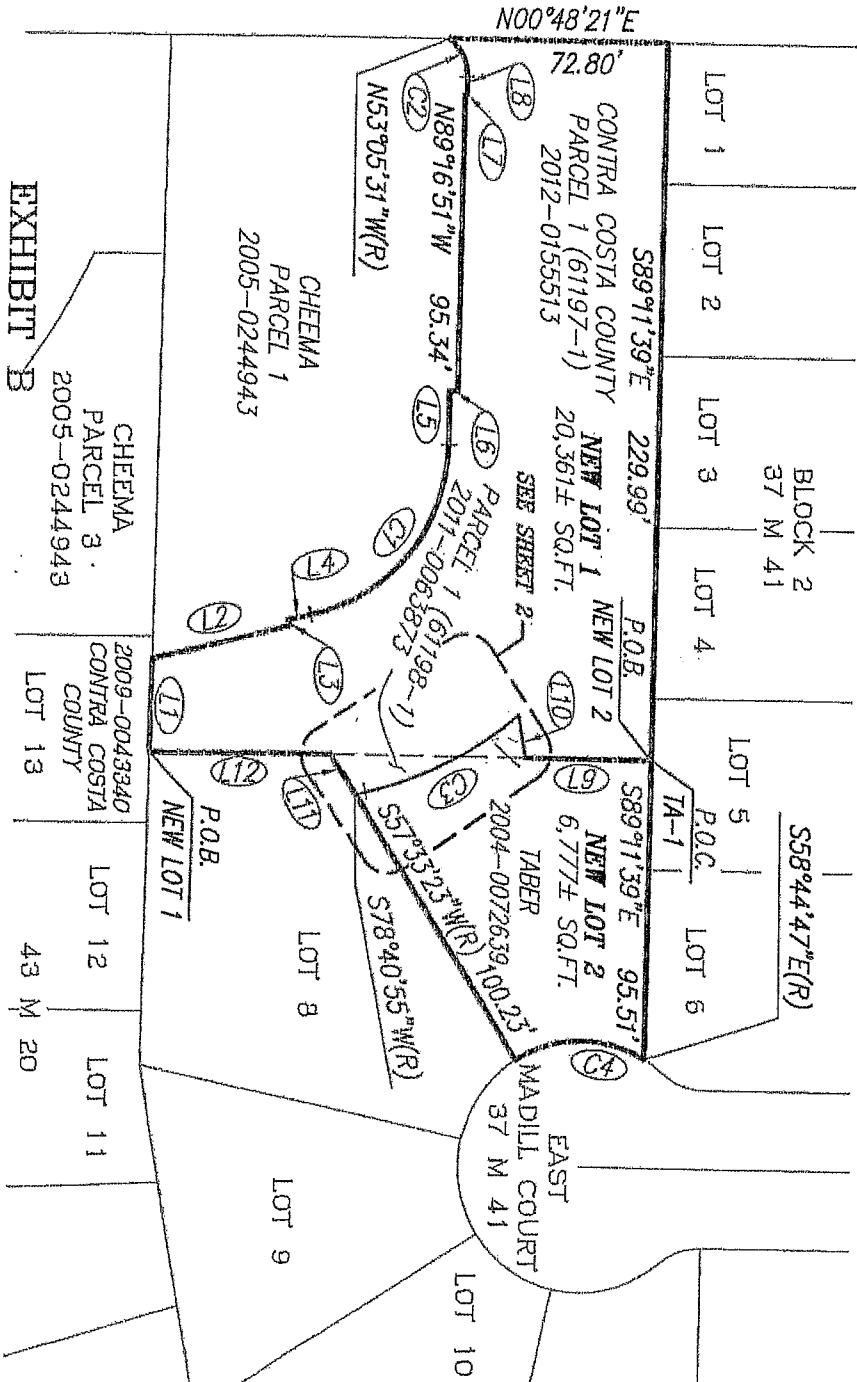


1 inch = 60 ft.

NOTE:

SEE SHEET 2 FOR DATA TABLE AND TRANSFER AREA DETAIL

A STREET



LOT LINE ADJUSTMENT

- PARCEL 1 (61197-1) (2012-0155513)
- PARCEL 1 (61198-1) (2011-0063873)
- LOT 7 (37 M 41) (2004-0072639)
- CITY OF ANTIPOCH, CONTRA COSTA COUNTY, CALIFORNIA

EXHIBIT B

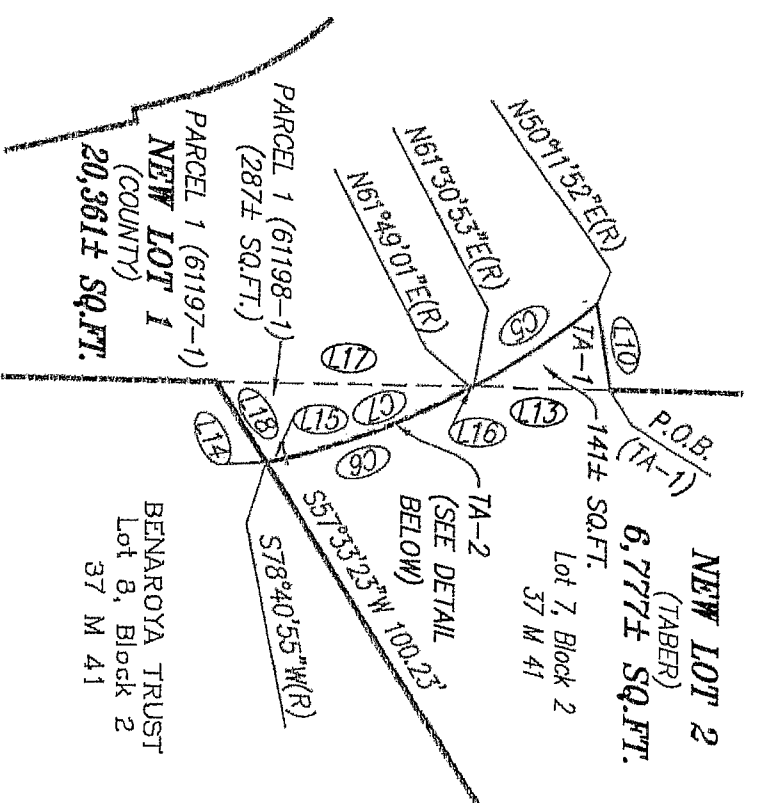
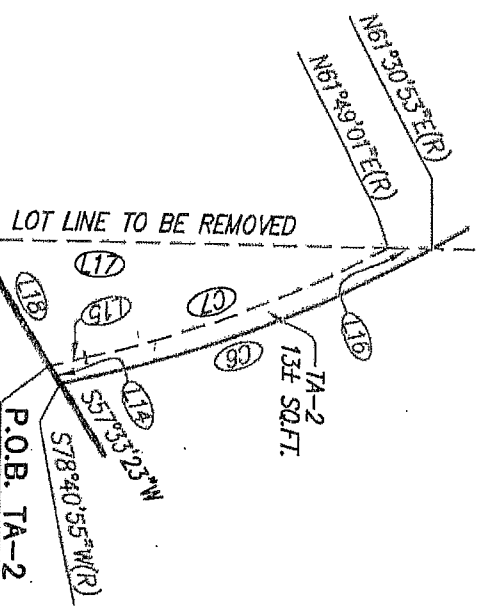
- CHEEMA PARCEL 1 2005-0244943
- CHEEMA PARCEL 3 2005-0244943
- 2009-0043340 CONTRA COSTA COUNTY LOT 13



RUGGERI-JENSEN-AZAR
ENGINEERS & PLANNERS & SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

LINE	BEARING	LENGTH
L1	N89°11'39"W	30.19'
L2	N12°51'40"W	46.01'
L3	S77°08'20"W	2.00'
L4	N12°51'40"W	7.45'
L5	N89°16'51"W	17.28'
L6	N00°43'09"E	2.48'
L7	N00°43'09"E	0.67'
L8	N89°16'51"W	5.18'
L9	S00°48'21"W	41.42'
L10	S79°57'31"W	13.86'
L11	S57°33'23"W	15.21'
L12	S00°48'21"W	59.00'
L13	S00°48'21"W	22.08'
L14	S57°33'23"W	0.33'
L15	N12°51'40"W	3.36'
L16	N00°48'21"E	0.73'
L17	N00°48'21"E	41.26'
L18	S57°33'23"W	14.88'

CURVE	RADIUS	DELTA	LENGTH
C1	56.85'	76°25'11"	75.83'
C2	15.00'	53°48'40"	14.09'
C3	120.50'	28°29'03"	59.91'
C4	40.00'	63°41'50"	44.47'
C5	120.50'	11°19'01"	23.80'
C6	120.50'	17°10'02"	36.11'
C7	120.15'	15°19'19"	32.13'



LOT	ORIGINAL AREA	TRANSFER AREA 1	TRANSFER AREA 2	MERGER AREA	NEW AREA
NEW LOT 1	20,202± SQ.FT.	-141± SQ.FT.	+13± SQ.FT.	+287± SQ.FT.	20,361± SQ.FT.
NEW LOT 2	6,649± SQ.FT.	+141± SQ.FT.	-13± SQ.FT.	0	6,777± SQ.FT.
PARCEL 1(61198)	287± SQ.FT.			0	0
TOTALS	27,138± SQ.FT.	0	0	-287± SQ.FT.	27,138± SQ.FT.

AREA SUMMARY

TRANSFER AREA DETAIL

SCALE: 1"=30'

**EXHIBIT B
LOT LINE ADJUSTMENT**

PARCEL 1(61197-1) (2012-0155513)
 PARCEL 1(61198-1) (2011-0063873)
 LOT 7 (37 M 41) (2004-0072639)
 CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA



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