

Recording requested by,
and after recording return to:

Pleasant Hill Recreation and Park District
141 Gregory Lane
Pleasant Hill, CA 94523

With a copy to:

Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94533
Attn: Real Property Division

APN: 149-271-014

For Recorder's use only

**FIRST AMENDMENT TO OPTION AGREEMENT
AND AGREEMENT TO SETTLE LITIGATION BETWEEN CONTRA COSTA
COUNTY AND THE PLEASANT HILL RECREATION AND PARK DISTRICT**

This document amends the OPTION AGREEMENT AND AGREEMENT TO SETTLE LITIGATION BETWEEN CONTRA COSTA COUNTY AND THE PLEASANT HILL RECREATION AND PARK DISTRICT ("Option Agreement"), which was entered into by and between the County of Contra Costa, a political subdivision of the State of California ("County"), and the Pleasant Hill Recreation and Park District, a special district existing under the laws of the State of California ("District"). The County and the District may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

- A. The Option Agreement was recorded in the official records of Contra Costa County on May 11, 2017 at DOC-2017-0082234-00.
- B. On August 30, 2019, the City of Pleasant Hill released its Environmental Impact Report for the Oak Park Properties Specific Plan ("Project").
- C. The Parties are working cooperatively to pursue the Project together with the City of Pleasant Hill and Mount Diablo Unified School District.
 - 1. The Parties are working cooperatively to implement a July 24, 2018 Memorandum of Understanding executed by the Parties and the City of Pleasant Hill.
 - 2. The County is working cooperatively to implement its July 1, 2018 Amended and

Restated Joint Exercise of Powers Agreement with the Mount Diablo Unified School District.

- D. The Parties wish to extend the Option Agreement to provide more time to pursue the Project.

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

1. Section 2(b) of the Option Agreement is amended to read as follows:

Option Term. The term of this Option (the “Option Term”) shall commence on the Effective Date and shall expire on the earlier of the following:

- (i) April 1, 2021, or
 - (ii) Completion of the “Recreation Site Conveyance” referenced in Section 4(B) of the July 24, 2018 Memorandum of Understanding executed by the Parties and the City of Pleasant Hill regarding the Oak Park Properties Project, which completion the Parties shall memorialize through the concurrent recordation of a document indicating that this Option has expired/terminated.
2. Section 19 of the Option Agreement is amended to read as follows:

Integrated Agreement; Modifications. This Agreement, together with the July 24, 2018 Memorandum of Understanding referenced herein, contains all the agreements of the parties concerning the subject hereof and cannot be amended or modified except by a written instrument executed and delivered by both parties. There are no representations, agreements, arrangements, or understandings, either oral or written, between or among the parties relating to the subject matter of this Agreement that are not expressed herein. In addition, there are no representations, agreements, arrangements, or understandings, either oral or written, between or among the parties upon which any party is relying upon in entering this Agreement that are not expressed herein.

3. In all other respects, the Option Agreement shall remain unchanged and in full force and effect.
4. This amendment is effective upon execution by both Parties.

CONTRA COSTA COUNTY

**PLEASANT HILL RECREATION AND
PARK DISTRICT**

By: _____
Brian Balbas,
Public Works Director
[signature must be notarized]

By: _____
Michelle Lacy
General Manager
[signature must be notarized]

Recommended for Approval:

Approved as to Form:

By: _____
Karen A. Laws
Principal Real Property Agent

By: _____
Osa L. Wolff
General Counsel

Approved as to Form:
Sharon L. Anderson, County Counsel

By: _____

Assistant County Counsel