

Recorded at the request of:
Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

Return to:
Pleasant Hill Recreation and
Park District
Attn: Michelle Lacy
147 Gregory Lane
Pleasant Hill, CA 94523

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO
REVENUE AND TAXATION CODE SECTION 11922.

Portion of Assessor's Parcel No. 149-230-005

Title Co. Order No. 622210-RPD

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY, a political subdivision of the State of California,
Grants to Pleasant Hill Recreation and Park District, a special district existing under the laws
of the State of California, the following described real property ('Property') in the City of
Pleasant Hill, County of Contra Costa, State of California,

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

CONTRA COSTA COUNTY;

Dated _____

By _____
Candace Andersen
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



**ENGINEERS
SURVEYORS
PLANNERS**

May 7, 2020
BKF Job No. 20155138-14

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 3
(From Contra Costa County to the
Pleasant Hill Recreation and Park District)

The land referred to herein is situated in the City of Pleasant Hill, County of Contra Costa, State of California, and is described as follows:

BEING a portion of Parcel One as said parcel is described in the Grant Deed recorded October 9, 1981, in Book 10530 of Official Records at Page 318, and the Grant Deed recorded June 22, 1984, in Book 11848 of Official Records at Page 369, Contra Costa County Records, and more particularly described as follows:

COMMENCING at the southeastern corner of Parcel A as said parcel is shown on the map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County;

THENCE westerly along the southerly line of said Parcel A, being also the northerly right of way line of Oak Park Boulevard (60 foot wide public right of way) as said boulevard is shown on said map (172 PM 37), North 79°25'56" West 107.11 feet to the southeastern corner said Parcel One (10530 O.R. 318);

THENCE, northeasterly along the line common to said Parcel One (10530 O.R. 318) and said Parcel A (172 PM 37), North 31°34'04" East 8.98 feet;

THENCE, leaving said common line, along a non-tangent curve to the left, having a radius of 150.00 feet, to which a radial line to said curve bears North 12°47'18 East, through a central angle of 02°13'14", an arc distance of 5.81 feet;

THENCE, North 79°25'56" West 29.58 feet;

THENCE, along a tangent curve to the right, having a radius of 60.50 feet, through a central angle of 15°44'55", an arc distance of 16.63 feet;

THENCE, North 63°41'01" West 19.71 feet;

THENCE, along a tangent curve to the left, having a radius of 90.00 feet, through a central angle of 15°44'55", an arc distance of 24.74 feet;

THENCE, North 79°25'56" West 144.36 feet;

THENCE, North 38°51'32" West 18.96 feet;

May 7, 2020
BKF Job No. 20155138-14
Exhibit "A" - Parcel 3

THENCE, North 01°42'47" East 284.06 feet to a point that bears North 88°18'35" West 446.18 feet from the aforesaid common line of Parcel One (10530 O.R. 318) and Parcel A (172 PM 37), and the **POINT OF BEGINNING**;

THENCE, from said point of beginning, North 01°42'47" East 335.71 feet to said common line of Parcel One (10530 O.R. 318) and Parcel A (172 PM 37) and a point distant South 31°34'04" East 76.47 feet from the southwestern corner of said Parcel A (172 PM 37);

THENCE, easterly along said common line of Parcel One (10530 O.R. 318) and Parcel A (172 PM 37), South 88°17'13" East 638.80 feet to an angle point therein, as shown on said map (172 PM 37);

THENCE, southwesterly along said common line of Parcel One (10530 O.R. 318) and Parcel A (172 PM 37), South 31°34'04" West 386.87 feet to a point that bears South 88°18'35" East from the point of beginning;

THENCE North 88°18'35" West 446.21 feet to the **POINT OF BEGINNING**.

Containing an area of 182,065 square feet or 4.180 acres, more or less.

The bearings of this description are based on that certain map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County.

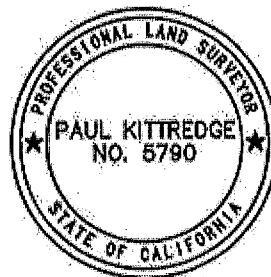
A plat showing the above described parcel is attached hereto and made a part hereof.

Subject to all easements of record.

This description was prepared by me or under my direction for BKF Engineers. This legal description shall not be used in violation of the Subdivision Map Act or local ordinance.

By: Paul Kittredge
Paul A. Kittredge, P.L.S. No. 5790

Dated: May 7, 2020



K:\2018\180984-Oak_Park_and_Monticello_Improvements\DOCS\08-Survey\
I-Plats_and_Legal_Desc\Land_Transfer_Parcels\CCC-to-Parks-Parcel-3-DESC.docx

PARCEL B
172 PM 37

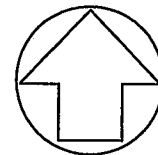
PARCEL ONE

3408
O.R. 439
PARCEL TWO

PARCEL A
172 PM 37

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 31°34'04" E	8.98'
L2	N 79°25'56" W	29.58'
L3	N 63°41'01" W	19.71'
L4	N 38°51'32" W	18.96'
L5	N 88°17'13" W	76.47'



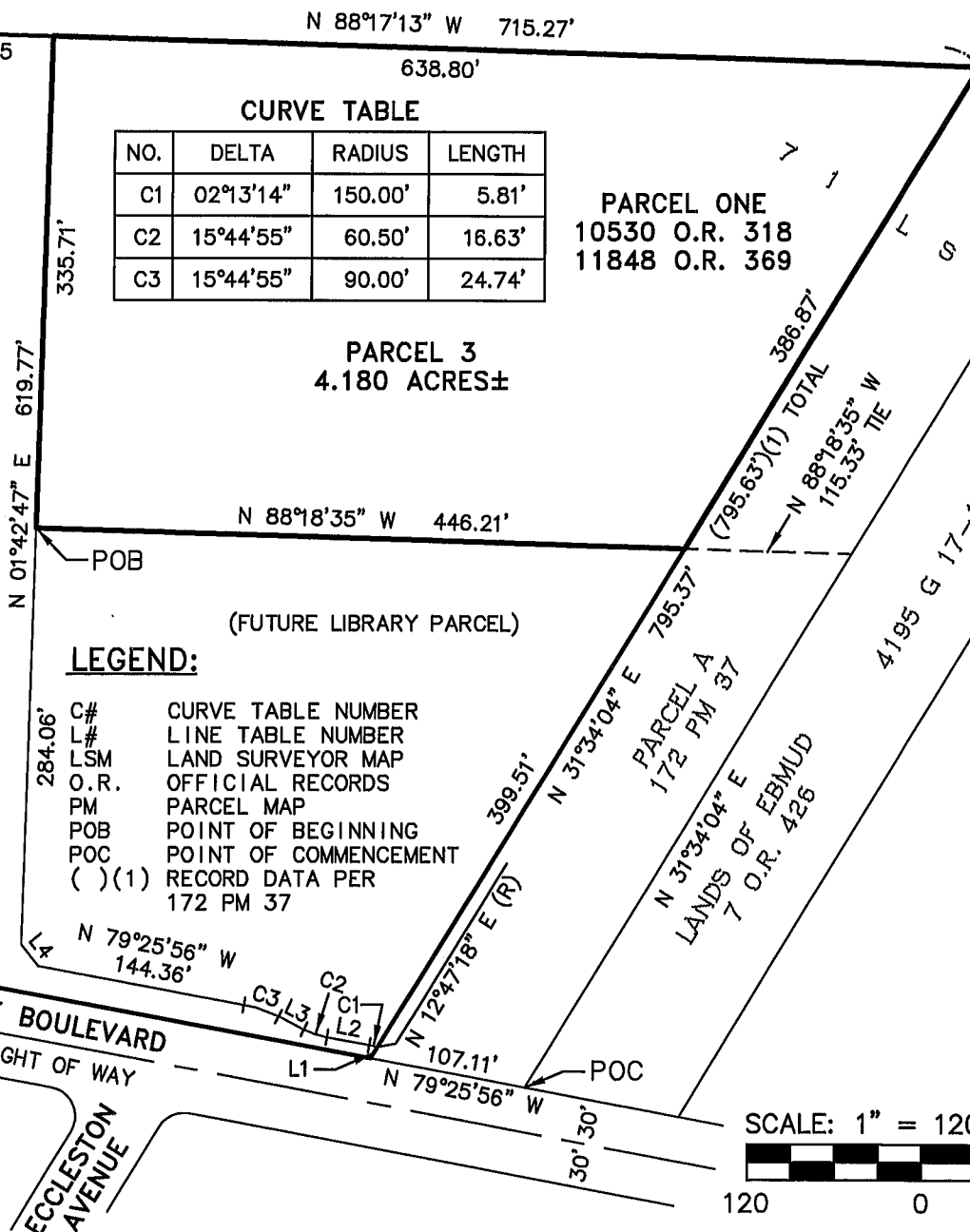
CURVE TABLE

NO.	DELTA	RADIUS	LENGTH
C1	02°13'14"	150.00'	5.81'
C2	15°44'55"	60.50'	16.63'
C3	15°44'55"	90.00'	24.74'

PARCEL ONE
10530 O.R. 318
11848 O.R. 369

PARCEL 3
4.180 ACRES±

CONTRA COSTA COUNTY
3142 O.R. 501



LEGEND:

C# CURVE TABLE NUMBER
L# LINE TABLE NUMBER
LSM LAND SURVEYOR MAP
O.R. OFFICIAL RECORDS
PM PARCEL MAP
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
() (1) RECORD DATA PER
172 PM 37

OAK PARK BOULEVARD
60' PUBLIC RIGHT OF WAY

33 M 25

ECCLESTON AVENUE

SCALE: 1" = 120'

120 0 120

K:\2018\180984-Oak_Park_and_Monticello_Improvements\SUR\Mapping\Plats\
Transfer Parcels\RECORD\MLH\MDUSD-to-City-Pol3-PLAT.dwg

EXHIBIT "A"



1646 N. CALIFORNIA BLVD
SUITE 400
WALNUT CREEK, CA 94596
925-940-2200
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY
LEGAL DESCRIPTION
Job No. 20155138-14
By MLH Date 05/04/20 Chkd. PAK
SHEET 3 OF 3

**PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS BETWEEN
CONTRA COSTA COUNTY AND THE PLEASANT HILL RECREATION AND PARK DISTRICT**

This purchase and sale agreement and joint escrow instructions ("Agreement") is dated _____, 2020 (the "Effective Date"), and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County") and the PLEASANT HILL RECREATION AND PARK DISTRICT, a special district existing under the laws of the State of California (the "Park District").

RECITALS

- A. The County is the owner of approximately 4 acres of unimproved real property that consists of a portion of land that is commonly known as 1700 Oak Park Boulevard, in the City of Pleasant Hill, County of Contra Costa, State of California, as more particularly described in Exhibit A ("Parcel 3"). As used in this Agreement the "Property" includes all of the County's right, title and interest in and to all entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto, excluding any fee credits to which the County is entitled from the Central Contra Costa Sanitary District. The County is conveying Parcel 3 pursuant to the exception to the Subdivision Map Act contained in Government Code section 66428(a)(2).
- B. The County is the owner of an approximately 4.8-acre parcel located at 1750 Oak Park Boulevard and 75 Santa Barbara Road in Pleasant Hill (the "Alpha Property"). The County has applied for land use approvals from the City for the development of the Alpha Property as a single-family residential subdivision.
- C. The Mt. Diablo Unified School District (the "School District") is the owner of (i) approximately 1 acre of unimproved property that is adjacent to Parcel 3 ("Parcel 4"), and (ii) approximately 1 acre of unimproved property that is adjacent to Parcel 4 ("Parcel 2").
- D. Following the completion of the transactions contemplated by this Agreement, the Park District intends to use Parcel 3 to construct sports fields for use by the public. Parcel 3 is bordered to the south by a vacant parcel that is expected to be the site of a city-owned library, Monticello Avenue to the west and Grayson Creek to the east.
- E. The County intends to convey Parcel 1 to the City of Pleasant Hill (the "City") pursuant to a purchase and sale agreement between the County and the City ("City/County PSA"). The School District intends to convey Parcel 2 and Parcel 4 to the City pursuant to a purchase and sale agreement between the School District and the City ("City/School District PSA"). Following the conveyance of Parcel 1, Parcel 2 and Parcel 4 to the City, the City will be the owner of a parcel that consists of Parcel 1, Parcel 2 and Parcel 4 (together, the "Library Site"). The City intends to use the Library Site as the site of a new city-owned public library.

- F. Together with the City of Pleasant Hill (the "City"), the County and the Park District are parties to an Infrastructure Cost Sharing Agreement dated May 11, 2020 (the "Infrastructure Agreement"), under which the County, the Park District and the City agree to share the cost of certain infrastructure improvements in the vicinity of Parcel 3. The County, the Park District and the City are also parties to a Predevelopment and Resource Agency Cost Sharing Agreement dated May 11, 2020 (the "Predevelopment Agreement"), under which the County, the Park District and the City agree to share certain administrative costs associated with the sale of Parcel 3 to the Park District, the conveyance of Parcel 1 to the City, and the sale of the Alpha Property to a home builder.
- G. The Park District and the County are parties to an Option Agreement and Agreement to Settle Litigation between Contra Costa County and the Pleasant Hill Recreation and Park District, which was recorded in the official records of Contra Costa County (the "Official Records") on May 11, 2017, as Document No. 2017-0082234-00, as amended by a first amendment (the "Option Agreement") recorded in the Official Records on December 15, 2019, as Document No. 2019-0218171, under which the Park District has the option to purchase the Alpha Property from the County.
- H. The Park District desires to purchase Parcel 3 under the terms and conditions of this Agreement and desires not to exercise its option on the Alpha Property. For this reason, prior to, or simultaneous with, the transfer of Parcel 3 to the Park District, the Park District will terminate the Option Agreement by recording, or conveying to the County for recording, a Termination of Option in the Official Records with respect to the Alpha Property, in substantially the form attached hereto as Exhibit C (the "Termination of Option").
- I. Immediately prior to the Close of Escrow, defined below, the County is conveying an offer of dedication for an easement for a sewer line on, over, under and through Parcel 3 (the "Sewer Line Easement") to the Central Contra Costa Sanitary District, in substantially the form attached hereto as Exhibit D.

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 County and the Park District agree as follows:

1. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, the County agrees to sell, and the Park District agrees to purchase, Parcel 3 for the purchase price of Three Million Dollars (\$3,000,000) (the "Purchase Price").
2. **Escrow.** The parties understand and agree that the County has established Escrow No. 0131-6222210ala (the "Escrow") with First American Title Insurance Company, 4750 Willow Road, Suite 275, Pleasanton, California 94588 (the "Escrow Agent"). This Agreement will constitute escrow instructions to the Escrow Agent in its capacity as escrow agent as provided in this Agreement. The parties agree to execute, for the benefit of the Escrow Agent, additional escrow instructions as the Escrow Agent may require; provided, however, that unless expressly stated in

instructions duly executed by both parties, these additional instructions will be construed as applying only to Escrow Agent's employment as escrow agent and will not alter the terms of this Agreement. As soon as practicable after the Effective Date of this Agreement, the County will deposit a fully executed original or copy of this Agreement with the Escrow Agent.

- 2.1. The Park District and County share equally all closing costs and escrow and recording fees incurred in this transaction. If title insurance is desired by the Park District, the Park District shall pay the premium charged therefor.
- 2.2. Prior to the closing, the County will deliver into Escrow with the Escrow Agent a grant deed in substantially the form attached hereto as Exhibit B (the "Grant Deed"), conveying Parcel 3 to the Park District in fee subject to (i) any permitted exceptions, and (ii) the Sewer Line Easement. Prior to the closing, the County will deliver to the Escrow Agent written notice confirming that the County has received (a) a fully executed Infrastructure Agreement, and (b) a fully executed Predevelopment Agreement.
- 2.3. Prior to the closing, the Park District will deliver into Escrow with the Escrow Agent (i) the Purchase Price, and (ii) any additional amount required by the Escrow Agent to pay the Park District's share of the escrow and recording fees, as estimated by the Escrow Agent. Prior to the closing, the County will deliver into Escrow with the Escrow Agent the County's share of the escrow and recording fees, as estimated by the Escrow Agent.
- 2.4. Escrow shall close following the close of the escrows described in the City/County PSA and the City/School District PSA and upon the conveyance of Parcel 3 to the Park District (the "Close of Escrow"). On the closing date, the Escrow Agent will be obligated to close Escrow as follows:
 - 2.4.1. If the Termination of Option has not previously been recorded, record the Termination of Option, marked for return to the County, care of its Principal Real Property Agent.
 - 2.4.2. Record the Sewer Line Easement, marked for return to the Central Contra Costa Sanitary District, 5019 Imhoff Place, Martinez, California, care of _____.
 - 2.4.3. Record the Grant Deed and Park District's acceptance thereof, marked for return to the Park District (which will be deemed delivery to the Park District), and send a conforming copy to the County, care of its Principal Real Property Agent.
 - 2.4.4. Distribute to the County the full amount of the Purchase Price.
 - 2.4.5. Issue the title policy, if requested to do so by the Park District.
 - 2.4.6. Prorate taxes, assessments, and other charges, if any.
 - 2.4.7. Prepare and deliver to the County and to the Park District one signed copy each of the Escrow Agent's closing statement showing all receipts and disbursements of

the Escrow.

If the Escrow Agent is unable to simultaneously perform all of the instructions set forth above, the Escrow Agent is to notify the County and the Park District, and retain all funds and documents pending receipt of further instructions from the County and the Park District.

3. **"AS IS" Condition of Property.** THE PARK DISTRICT ACKNOWLEDGES AND AGREES THAT, UNDER THE TERMS OF THIS AGREEMENT, THE COUNTY IS CONVEYING AND THE PARK DISTRICT IS ACQUIRING PARCEL 3 ON AN "AS IS WITH ALL FAULTS" BASIS, AND THAT THE PARK DISTRICT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE COUNTY AS TO ANY MATTERS CONCERNING PARCEL 3 INCLUDING, WITHOUT LIMITATION TO: (I) THE PHYSICAL QUALITY, NATURE, ADEQUACY, AND CONDITION OF PARCEL 3, INCLUDING SOILS, GEOLOGY, AND ANY GROUNDWATER, (II) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF UTILITIES SERVING PARCEL 3, (III) THE DEVELOPMENT POTENTIAL OF PARCEL 3, AND PARCEL 3'S USE, MERCHANTABILITY, FITNESS, SUITABILITY, VALUE, OR ADEQUACY FOR ANY PARTICULAR PURPOSE, (IV) THE ZONING OR OTHER LEGAL STATUS OF PARCEL 3 OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON USE OF PARCEL 3, (V) THE COMPLIANCE OF PARCEL 3 OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY, (VI) THE PRESENCE OF HAZARDOUS MATERIALS, AS DEFINED BELOW, ON, UNDER, OR WITHIN PARCEL 3 OR ANY ADJOINING OR NEIGHBORING PROPERTY, (VII) THE CONDITION OF TITLE TO PARCEL 3, AND (VIII) THE ECONOMICS OF THE OPERATION OF PARCEL 3. FOR THE PURPOSE OF THIS SECTION, "HAZARDOUS MATERIALS" MEANS ANY SUBSTANCE, MATERIAL, OR WASTE THAT IS OR MAY BECOME DESIGNATED, CLASSIFIED OR REGULATED AS BEING "TOXIC," "HAZARDOUS," OR A "POLLUTANT" UNDER ANY FEDERAL OR STATE LAW OR REGULATION.
4. **[RESERVED]**
5. **Park District Representations and Warranties.** The Park District represents and warrants to the County as of the Effective Date, and as of the Close of Escrow, as follows:
 - 5.1. The Park District is a duly formed and validly existing California special district and is qualified under the laws of the State of California to conduct business herein.
 - 5.2. The Park District has the full legal right, power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby, and to perform its obligations under this Agreement.
 - 5.3. Prior to the closing, the Park District will deliver to the County a Termination of Option executed by the Park District.

6. **County Representations and Warranties.** The County represents and warrants to the Park District as of the Effective Date, and as of the Close of Escrow, as follows:
- 6.1. The County is the owner of Parcel 3 and has marketable and insurable fee simple title to Parcel 3 clear of restrictions, leases, liens and other encumbrances, subject only the exceptions from the Preliminary Report dated _____, issued by the Escrow Agent, the Sewer Line Easement, and the construction and access easements for the benefit of the owner of the Alpha Property. No other leases, rental agreements, licenses, or any other agreements allowing any third-party rights to use Parcel 3 are or will be in force unless prior consent has been given by the Park District in writing. The County shall not permit any liens, encumbrances, easements, or other agreements to be placed on Parcel 3 other than the exceptions from the Preliminary Report dated _____, issued by the Escrow Agent, the Sewer Line Easement and the construction and access easements for the benefit of the owner of the Alpha Property. The County shall not enter into any agreement that would affect Parcel 3 and bind the Park District after the Close of Escrow without the prior written consent of the Park District.
 - 6.2. To the best of County's knowledge, the County has disclosed to the Park District all information, records and studies maintained by the County in connection with the Property concerning hazardous substances and the County is not concealing any knowledge of the presence of contamination or hazardous substances on, from or under the Property. To the best of the County's knowledge, any information that the County has delivered to the Park District either directly or through the County's agents is accurate and the County has disclosed all material facts with respect to the Property.
 - 6.3. To the best of the County's knowledge, there are not presently any actions, suits, or proceedings pending or, to the best of the County's knowledge, threatened against or affecting the Property or the interest of the County in the Property or its use that would affect the County's ability to consummate the transaction contemplated by this Agreement. Further, to the best of the County's knowledge, there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the Property. To the best of the County's knowledge, there are not presently any pending or threatened condemnation, eminent domain or similar proceedings affecting the Property. The County shall promptly notify the Park District of any of these matters arising in the future and prior to the Close of Escrow.
 - 6.4. The County is a duly formed and validly existing political subdivision of the State of California and is qualified under the laws of the State of California to conduct business herein.
 - 6.5. The County has the full legal right, power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby, and to perform its obligations under this Agreement. For example, the County has complied with all applicable requirements of the Surplus Lands Act (Government Code section 54220 et. seq)

7. **Conditions to Park District's Performance.** The Park District's obligation to perform under this Agreement is subject to the following conditions:

- 7.1. The fulfillment, before or on the Close of Escrow, of the County's obligation to deliver the Grant Deed to the Escrow Agent in accordance with Section 2.2.
- 7.2. Approval by the Park District Board of Directors of the transactions described herein.
- 7.3. At the Close of Escrow, fee title to Parcel 3 must vest in the Park District by the Grant Deed, free and clear of all liens, encumbrances, assessments, leases (recorded and unrecorded), and taxes, except the Sewer Line Easement, the construction and access easements for the benefit of the owner of the Alpha Property, and the following "Approved Exceptions," as specified in the Preliminary Report dated _____, issued by the Escrow Agent:
 - 7.3.1. Easements or rights of way of record over said property, listed in exceptions _____.
 - 7.3.2. Covenants, conditions, restrictions and reservations of record, if any, that have been approved in writing by the Park District.

These closing conditions are solely for the Park District's benefit and may be waived in writing by the Park District without prior notice.

8. **Conditions to County's Performance.** The County's obligation to perform under this Agreement is subject to the following conditions:

- 8.1. The County's receipt of the Purchase Price.
- 8.2. The fulfillment, prior to the Close of Escrow, of the Park District's obligation to deliver the Termination of Option to the County in accordance with Section 5.3.
- 8.3. The Park District's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the Close of Escrow.
- 8.4. The Park District's acceptance of Parcel 3 subject to the Sewer Line Easement.
- 8.5. The County's receipt of a fully executed Infrastructure Agreement.
- 8.6. The County's receipt of a fully executed Predevelopment Agreement.
- 8.7. The Park District's performance of all of its other obligations under this Agreement.

These closing conditions are solely for the County's benefit and may be waived in writing by the County without prior notice.

9. **Possession of the Property.** Possession of Parcel 3 will be delivered to the Park District at the Close of Escrow.
10. **Survival.** All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement will survive and remain fully enforceable after the conveyance of Parcel 3 to the Park District, and after any assignment, expiration or termination of this Agreement, and will not merge in the Grant Deed or other documents.
11. **Assignment, Successors and Third Parties.** The Park District may not assign its rights under this Agreement without the prior written consent of the County. This Agreement inures to the benefit of and binds the parties to this Agreement and their respective heirs, successors, and assigns. Nothing in this Agreement, expressed 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.
12. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement must be in writing and made as follows:

City: Pleasant Hill Recreation and Park District
147 Gregory Lane
Pleasant Hill, CA 94523
Phone: (925) 682-0896
Attn: General Manager

With a copy to: Shute, Mihaly & Weinberger LLP
396 Hayes St.
San Francisco, CA 94102
Phone: (415) 552-7272
Attention: Osa L. Wolff

County: Contra Costa County
Public Works Department – Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Phone: (925) 957-2453
Attn: Principal Real Property Agent

With a copy to: Contra Costa County
Office of the County Counsel
651 Pine Street
Martinez, CA 94553
Phone: (925) 335-1800
Attn: Thomas L. Geiger

or to such other addresses as the County and the Park District may respectively designate by written notice to the other. Delivery will be deemed effective on the same day if delivery is

made in person; on the next day after the date of mailing if delivery is made by overnight courier; and on the third day following the date of mailing, if delivery is made by First Class U.S. Mail.

13. **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.
14. **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.
15. **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.
16. **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.
17. **Entire Agreement.** This Agreement and the documents referenced herein (e.g., the Termination of Option, Sewer Line Easement, Infrastructure Agreement, Predevelopment Agreement, and the Grant Deed) constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements and understandings of the parties regarding the subject matter of this Agreement.
18. **Governing Law.** This Agreement is governed by the laws of the State of California.

19. **Time.** Time is of the essence in the performance of the parties' respective obligations under this Agreement.

The parties are signing this Agreement as of the Effective Date.

CONTRA COSTA COUNTY

**PLEASANT HILL RECREATION
AND PARK DISTRICT**

By _____
Brian M. Balbas
Public Works Director

By _____
Michelle Lacy
General Manager

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

By _____
Karen A. Laws
Real Property Agent

By _____
Osa L. Wolff
General Counsel

By _____
Jessica L. Dillingham
Principal Real Property Agent

APPROVED AS TO FORM:

SHARON L. ANDERSON, COUNTY COUNSEL

By _____
Kathleen M. Andrus
Deputy County Counsel

NO OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Exhibit A – Legal Description

Exhibit B – Form of Grant Deed

Exhibit C – Form of Termination of Option

Exhibit D – Form of Dedication to Central Contra Costa Sanitary District (Sewer Line Easement)



**ENGINEERS
SURVEYORS
PLANNERS**

May 7, 2020
BKF Job No. 20155138-14

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 3
(From Contra Costa County to the
Pleasant Hill Recreation and Park District)

The land referred to herein is situated in the City of Pleasant Hill, County of Contra Costa, State of California, and is described as follows:

BEING a portion of Parcel One as said parcel is described in the Grant Deed recorded October 9, 1981, in Book 10530 of Official Records at Page 318, and the Grant Deed recorded June 22, 1984, in Book 11848 of Official Records at Page 369, Contra Costa County Records, and more particularly described as follows:

COMMENCING at the southeastern corner of Parcel A as said parcel is shown on the map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County;

THENCE westerly along the southerly line of said Parcel A, being also the northerly right of way line of Oak Park Boulevard (60 foot wide public right of way) as said boulevard is shown on said map (172 PM 37), North $79^{\circ}25'56''$ West 107.11 feet to the southeastern corner said Parcel One (10530 O.R. 318);

THENCE, northeasterly along the line common to said Parcel One (10530 O.R. 318) and said Parcel A (172 PM 37), North $31^{\circ}34'04''$ East 8.98 feet;

THENCE, leaving said common line, along a non-tangent curve to the left, having a radius of 150.00 feet, to which a radial line to said curve bears North $12^{\circ}47'18''$ East, through a central angle of $02^{\circ}13'14''$, an arc distance of 5.81 feet;

THENCE, North $79^{\circ}25'56''$ West 29.58 feet;

THENCE, along a tangent curve to the right, having a radius of 60.50 feet, through a central angle of $15^{\circ}44'55''$, an arc distance of 16.63 feet;

THENCE, North $63^{\circ}41'01''$ West 19.71 feet;

THENCE, along a tangent curve to the left, having a radius of 90.00 feet, through a central angle of $15^{\circ}44'55''$, an arc distance of 24.74 feet;

THENCE, North $79^{\circ}25'56''$ West 144.36 feet;

THENCE, North $38^{\circ}51'32''$ West 18.96 feet;

May 7, 2020
BKF Job No. 20155138-14
Exhibit "A" - Parcel 3

THENCE, North 01°42'47" East 284.06 feet to a point that bears North 88°18'35" West 446.18 feet from the aforesaid common line of Parcel One (10530 O.R. 318) and Parcel A (172 PM 37), and the **POINT OF BEGINNING**;

THENCE, from said point of beginning, North 01°42'47" East 335.71 feet to said common line of Parcel One (10530 O.R. 318) and Parcel A (172 PM 37) and a point distant South 31°34'04" East 76.47 feet from the southwestern corner of said Parcel A (172 PM 37);

THENCE, easterly along said common line of Parcel One (10530 O.R. 318) and Parcel A (172 PM 37), South 88°17'13" East 638.80 feet to an angle point therein, as shown on said map (172 PM 37);

THENCE, southwesterly along said common line of Parcel One (10530 O.R. 318) and Parcel A (172 PM 37), South 31°34'04" West 386.87 feet to a point that bears South 88°18'35" East from the point of beginning;

THENCE North 88°18'35" West 446.21 feet to the **POINT OF BEGINNING**.

Containing an area of 182,065 square feet or 4.180 acres, more or less.

The bearings of this description are based on that certain map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County.

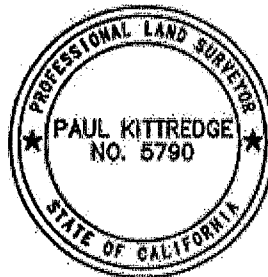
A plat showing the above described parcel is attached hereto and made a part hereof.

Subject to all easements of record.

This description was prepared by me or under my direction for BKF Engineers. This legal description shall not be used in violation of the Subdivision Map Act or local ordinance.

By: Paul Kittredge
Paul A. Kittredge, P.L.S. No. 5790

Dated: May 7, 2020



K:\2018\180984-Oak_Park_and_Monticello_Improvements\DOCS\08-Survey\
I-Plats_and_Legal_Desc\Land_Transfer_Parcels\CCC-to-Parks-Parcel-3-DESC.docx

PARCEL B
172 PM 37

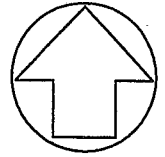
PARCEL ONE

3408
O.R. 439
PARCEL TWO

PARCEL A
172 PM 37

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 31°34'04" E	8.98'
L2	N 79°25'56" W	29.58'
L3	N 63°41'01" W	19.71'
L4	N 38°51'32" W	18.96'
L5	N 88°17'13" W	76.47'



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH
C1	02°13'14"	150.00'	5.81'
C2	15°44'55"	60.50'	16.63'
C3	15°44'55"	90.00'	24.74'

PARCEL ONE
10530 O.R. 318
11848 O.R. 369

PARCEL 3
4.180 ACRES±

CONTRA COSTA COUNTY
3142 O.R. 501

N 01°42'47" E 619.77'

335.71'

N 88°18'35" W 446.21'

POB

(FUTURE LIBRARY PARCEL)

LEGEND:

C# CURVE TABLE NUMBER
L# LINE TABLE NUMBER
LSM LAND SURVEYOR MAP
O.R. OFFICIAL RECORDS
PM PARCEL MAP
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
() (1) RECORD DATA PER
172 PM 37

N 79°25'56" W
144.36'

OAK PARK BOULEVARD
60' PUBLIC RIGHT OF WAY

33 M 25

ECCLESTON AVENUE

N 12°47'18" E (R)

N 79°25'56" W

POC

399.51'

N 31°34'04" E

PARCEL A
172 PM 37

N 31°34'04" E

LANDS OF EBMUD
7 O.R. 426

386.87'

(795.63')(1) TOTAL

N 88°18'35" W

115.33' TIE

4195 G 17-19

SCALE: 1" = 120'



120 0 120

K:\2018\180984-Oak_Park_and_Monticello_Improvements\SUR\Mapping\Plats\
Transfer Parcels\RECORD\MLH\MDUSD-to-City-Pe13-PLAT.dwg

EXHIBIT "A"



1646 N. CALIFORNIA BLVD
SUITE 400
WALNUT CREEK, CA 94596
925-940-2200
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY
LEGAL DESCRIPTION
Job No. 20155138-14
By MLH Date 05/04/20 Chkd. PAK
SHEET 3 OF 3

Recorded at the request of:
Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

EXHIBIT "B"

Return to:
Pleasant Hill Recreation and
Park District
Attn: Michelle Lacy
147 Gregory Lane
Pleasant Hill, CA 94523

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO
REVENUE AND TAXATION CODE SECTION 11922.

Portion of Assessor's Parcel No. 149-230-005

Title Co. Order No. 62210-RPD

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY, a political subdivision of the State of California,
Grants to Pleasant Hill Recreation and Park District, a special district existing under the laws
of the State of California, the following described real property ("Property") in the City of
Pleasant Hill, County of Contra Costa, State of California,

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

CONTRA COSTA COUNTY;

Dated _____

By _____
Candace Andersen
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 C

FORM OF TERMINATION OF OPTION

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Public Works Division – Real Estate Division
255 Glacier Drive
Martinez, CA 94533
Attn: Principal Real Property Agent

Assessor's Parcel No. 149-271-014

TERMINATION OF OPTION

This Termination of Option is dated as of _____, 2020, and is 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").

This document terminates the Option that was granted to the District by the County in that certain OPTION AGREEMENT AND AGREEMENT TO SETTLE LITIGATION between the County and the District, which was recorded in the official records of Contra Costa County (the "Official Records") on May 11, 2017, as DOC-2017-0082234-00, as amended by a first amendment recorded in the Official Records on December 15, 2019, as DOC-2019-0218171 (the "Option Agreement"). As used in this Termination of Option, the term "Option," (i) refers to the Option granted to the District by the Option Agreement, and (ii) has the meaning ascribed to it in the Option Agreement.

Recitals

- A. The County owns an approximately 4.8-acre parcel at 1750 Oak Park Boulevard and 75 Santa Barbara Road, Pleasant Hill, California, as more particularly described in Exhibit A (the "Property").
- B. The Option gives the District the exclusive option to purchase the Property under the terms of the Option Agreement.
- C. The parties desire to terminate the Option and to cause this Termination of Option to be recorded in the Official Records, in order to put interested parties on notice that the Option has been terminated.

Termination of Option

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and District hereby (i) terminate the Option, (ii) agree that the Option is terminated, and (iii) agree that the Option is void and of no force or effect.

In witness whereof, County and District are executing this Termination of Option as of the date first written above.

CONTRA COSTA COUNTY

PLEASANT HILL RECREATION AND PARK DISTRICT

By _____
Brian M. Balbas
Public Works Director

By _____
Michelle Lacy
General Manager

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

By _____
Karen A. Laws
Real Property Agent

By _____
Osa L. Wolff
General Counsel

By _____
Jessica L. Dillingham
Principal Real Property Agent

APPROVED AS TO FORM:

SHARON L. ANDERSON, COUNTY COUNSEL

By _____
Kathleen M. Andrus
Deputy County Counsel

[SIGNATURES OF AUTHORIZED SIGNORS MUST BE NOTARIZED]

EXHIBIT "D"

RECORDING REQUESTED BY:

CENTRAL CONTRA COSTA
SANITARY DISTRICT (CENTRAL SAN)

AFTER RECORDING RETURN TO:

MAINLINE REVIEW GROUP
PLANNING & DEVELOPMENT
SERVICES DIVISION
ENGINEERING & TECHNICAL
SERVICES DEPARTMENT
CENTRAL SAN
5019 IMHOFF PLACE
MARTINEZ, CA 94553-4392

APN 149-230-005
Job No. 6718 - ROW Parcel No. 2

GRANT OF IRREVOCABLE OFFER OF DEDICATION (Easement for Sanitary Sewer Purposes)

For good and valuable consideration, Contra Costa County (hereinafter "Owner"), being the present title owner of record of the parcel of land situated in the city of Pleasant Hill, county of Contra Costa, state of California, described in the Grant Deed recorded October 9, 1981, in Book 10530 at Page 318, of the Official Records and the Grant Deed recorded June 22, 1984, in Book 11848 at Page 369 of the Official Records of said county, does hereby make an irrevocable offer of dedication to **Central Contra Costa Sanitary District** (hereinafter "Central San"), a special district of the State of California, and its successors or assigns, of a **nonexclusive easement** (characterized as easements in gross for all purposes of this dedication), for the right to construct, reconstruct, renew, alter, operate, maintain, replace (with the initial or any other size) and repair such sewer line or lines as Central San shall from time to time elect for conveying sewage, and all necessary maintenance access structures, laterals and appurtenances thereto, over and within such easement area as is described in said Exhibit "A" (legal description) and shown on Exhibit "B" (plat), attached hereto, together with the free right of ingress, egress and emergency access to said easement over and across the remaining portion of the Owner's property, provided that said rights of ingress, egress and emergency access shall be limited to established roadways, pathways, avenues or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted herein. This offer of dedication also includes the right to clear obstructions and vegetation from the easement as may be required for the proper use of the other rights granted herein.

The Owner reserves the right to pave, landscape, or make such other use of the lands included within the easement which is consistent with Central San's use; however, such use by the Owner shall not include the planting of trees or construction of permanent structures, including but not limited to houses, garages, car ports, outbuildings, swimming pools, tennis courts, fountains, ponds, artificial streams, retaining walls requiring building permits (three feet or greater in height) or having pier foundations or spread footings greater than eighteen-inches wide by twelve-inches thick, decks, barbeques, patios, engineered drainage facilities (bio-swales), or other structures within or over the easement, or any other activity which may interfere with Central San's full enjoyment of the easement rights granted herein.

Page 2 of 4

Maintenance access structures (manholes, rodding inlets, etc.) constructed within the easement shall not be covered by earth or other material and shall remain in an exposed and accessible condition at all times for routine and/or emergency maintenance that may be deemed necessary by Central San from time to time.

Central San, and its successors or assigns, shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered easement, or any improvements thereon or therein, until such offer has been accepted by appropriate action of the Board of Directors of Central San, or its successors or assigns. Further, it is understood and agreed that the Owner shall indemnify, save and hold harmless Central San for any costs or liability incurred by Central San with respect to the easement in gross described herein, prior to the formal acceptance of said easement by the Board of Directors of Central San.

The provisions of this irrevocable offer of dedication shall inure to the benefit of and be binding upon the heirs, successors, assigns, and personal representatives of the respective parties.

In witness whereof, these parties have executed this instrument this ____ day of

_____, 2020.

CONTRA COSTA COUNTY (OWNER):

By: _____
(Notarial acknowledgment required)
Candace Andersen
Chair, Board of Supervisors

///

///

{Remaining Signatures to Follow on Next Page}

Grant of Irrevocable Offer of Dedication (Easement for Sanitary Sewer Purposes)
APN 149-230-005 Job No. 6718 - ROW Parcel No. 2

Page 3 of 4

CENTRAL CONTRA COSTA SANITARY DISTRICT (CENTRAL SAN):

By: _____
(Notarial acknowledgment required)

Danea Gemmell, Division Manager of Planning & Development Services
Designee of General Manager
Central Contra Costa Sanitary District
County of Contra Costa, State of California

ATTACH NOTARY STATEMENT(S)

Grant of Irrevocable Offer of Dedication (Easement for Sanitary Sewer Purposes)
APN 149-230-005 Job No. 6718 - ROW Parcel No. 2

Page 4 of 4

CERTIFICATE AUTHORIZING RECORDING

PURSUANT TO RESOLUTION NO. 90-017 of the Central Contra Costa Sanitary District, the attached Irrevocable Offer of Dedication is hereby received for recording only and shall not be deemed accepted until the District's Board of Directors adopts a resolution of acceptance of said offer of dedication.

Dated: _____

Danea Gemmell, Division Manager
Planning and Development Services Division
Engineering and Technical Services Department
Central Contra Costa Sanitary District