

Project Name: Exchange of Easements
Assessor's Parcel Number: 358-030-027
Property: 3001 Franklin Canyon Road, Rodeo, CA
Project Number: 4660-6X4152

REAL PROPERTY EXCHANGE AGREEMENT

THIS AGREEMENT is made and entered into this 24 day of January, 2023 ("Effective Date") by and between CONTRA COSTA COUNTY, a political subdivision of the State of California, hereinafter called "County," and STEPHENS & STEPHENS X, LLC, a California Limited Liability Company, ("Property Owner"). The County and the Property Owner are sometimes referred to herein together as the "Parties," and each as a "Party."

RECITALS

- A. In February 2000, the County purchased real property identified as a portion of APN 358-030-027, as more particularly described in the Final Order of Condemnation, recorded on February 28, 2000, Document No. 2000-0039129 (hereinafter called "FOC"), from Yellow Freight, an Indiana Corporation, for the State Route 4 West Gap Project (hereinafter called "Project"), in the unincorporated area of Contra Costa County. The County acquired the property interests described in the FOC for drainage purposes.
- B. It has been determined that, during the construction phase of the Project, the drainage facilities were constructed outside the easement areas described as Parcel 48 (56451-2 Drainage Easement) and Parcel 49 (56451-3 Drainage Easement) in the FOC, hereinafter called "Prior Drainage Easements".
- C. The Property Owner will agree to the County's request to convey to the County new easements, hereinafter called ("New Drainage Easements") under, over, through, and across the areas described in the Easement Deed attached hereto as "Attachment 1". In consideration for the granting of the Easement Deed, the County will quitclaim to the Property Owner any and all remaining right, title, and interest the County may have in the Prior Drainage Easements area by that quitclaim deed attached hereto as "Attachment 2" ("Quitclaim Deed"). The Parties agree that the exchange of such property rights between the Parties shall be subject to the terms of this Agreement.

AGREEMENT

In consideration of the covenants and conditions hereinafter contained, and for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, it is mutually agreed as follows:

1. **Exchange of Easements.** Subject to the terms of this Agreement, Property Owner will convey to the County the New Drainage Easement by that Easement Deed attached hereto and incorporated herein as Attachment 1. As consideration for the conveyance of the New Drainage Easement, County shall quitclaim all of their right, title, and interest in and to the Prior Drainage Easements by the Quitclaim Deed attached hereto and incorporated herein as Attachment 2.

2. **Fees and Costs.** It is agreed and understood that County shall pay all reasonable costs incurred by Property Owner in connection with Property Owner's and its attorney's review and approval of this Agreement, the Easement Deed, and the Quitclaim Deed ("Reimbursable Costs"); provided, however, that all Reimbursable Costs claimed by Property Owner for reimbursement under this Section shall not exceed \$3,000.00. Property Owner shall submit an invoice for all Reimbursable Costs to the County for processing and payment no later than 30 days after the Effective Date. The County will remit payment on the invoice within 60 days after timely submission by the Property Owner.
3. **Internal Escrow.** Property Owner shall deliver, to the Real Estate Division at the address specified in Section 6, this Agreement and the Easement Deed, executed by Property Owner and with all signatures duly acknowledged by a notary public. County shall cause the Quitclaim Deed and Agreement to be executed on behalf of the County and delivered to the Real Estate Division, to be held in an internal escrow. Within 10 days after receiving the fully-executed Agreement, the executed Easement Deed, and the executed Quitclaim Deed, Real Estate Division staff, on behalf of the County, will do the following: (a) return to Property Owner a fully-executed copy of this Agreement, and (b) cause the fully-executed Easement Deed and Quitclaim Deed to be recorded in the Official Records of Contra Costa County. County will pay all recording fees and other fees incurred to process this transaction.
4. **Title.** County hereby acknowledges and agrees that the right, title, and interest in the property to be conveyed to County by the Easement Deed shall not exceed that vested in the Property Owner, and said property interest is conveyed subject to all previously existing easements, covenants, conditions, restrictions, reservations, and all other encumbrances, whether the same be recorded or unrecorded.
5. **Board Approval Required.** County shall have no obligation under this Agreement unless and until this Agreement is approved by the Contra Costa County Board of Supervisors.
6. **Notices.** All notices, communications, and other writings exchanged between the parties shall be delivered personally, by overnight carrier with delivery charges for next day prepaid, or by U.S. Mail with all postage charges prepaid, and delivered or addressed as follows:

To County:

Contra Costa County
c/o Real Estate Division, Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attention: L. Lucy Owens

To Property Owner:

STEPHENS & STEPHENS X, LLC,
a California Limited Liability Company
c/o D. R. Stephens & Company
465 California Street, Suite 330
San Francisco, CA 94104
Attn: Lane Stephens

Each notice, communication, or other writing shall be deemed delivered immediately if personally delivered, on the next business day after deposit with an overnight carrier with delivery charges for next day delivery prepaid, or on the fifth day after mailing if mailed by U.S. Mail with postage prepaid. Any party may change its address for deliveries by providing written notice to the other party in the manner required by this Section 6.

7. **Entire Agreement.** This Agreement, inclusive of its exhibits, contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The terms of this Agreement shall remain enforceable after the recording of the Easement Deed and Quitclaim Deed and shall not merge into those deeds.
8. **Governing Law.** This Agreement shall be governed by the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed in a California state court where jurisdiction and venue are proper.
9. **Successor Owners.** This Agreement shall inure to the benefit of and shall be binding upon the Parties and their successors, including all successor owners of the real property subject the New Drainage Easements.
10. **Counterparts.** This Agreement may be executed in counterparts.

[Signatures on next page.]

The parties herein have set forth the whole of their agreement and the performance of this agreement shall relieve the County of all further obligations or claims on this account.

CONTRA COSTA COUNTY

STEPHENS & STEPHENS X, LLC

By: _____
Brian M. Balbas
Public Works Director

By: _____
Its: *Manager*

Date: _____
(Date of Board Approval)

By: _____
Its:

RECOMMENDED TO THE BOARD OF SUPERVISORS
FOR APPROVAL

By _____
L. Lucy Owens
Real Property Agent

By _____
Jessica L. Dillingham
Principal Real Property Agent

Attachment 1: Easement Deed
Attachment 2: Quitclaim Deed

**ATTACHMENT 1
EASEMENT DEED
(NEW EASEMENTS)**

Recorded at the request of:
Contra Costa County or

Return to:
Contra Costa County/
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Attn: L. Lucy Owens

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

EASEMENT DEED

District	County	Route	Postmile	Number
04	CC	4	R2.67L	59343-30 59343-31

Portion of Assessor's Parcel No. 358-030-027

STEPHENS & STEPHENS X, LLC, a California Limited Liability Company, hereinafter called the GRANTOR, hereby grants to CONTRA COSTA COUNTY, a political subdivision of the State of California, hereinafter called the GRANTEE, an easement for drainage purposes under, over, through, and across the following described land; together with the right to construct, operate, and maintain such facilities as necessary to effect the purpose of the easement, in the County of Contra Costa, State of California, described as follows:

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

TO HAVE AND TO HOLD, all and singular, the rights above described unto the GRANTEE and the GRANTEE's successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has executed this indenture this 24th day of 2023.

STEPHENS & STEPHENS X, LLC

Lane Stephens
(Name)

Title: Manager

(Name)

Title: _____

ABOVE SIGNATURES MUST BE NOTARIZED

"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."

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of SAN FRANCISCO

On 1.24.2023 before me, SHERYL R. JOHNS
Date Here Insert Name and Title of the Officer

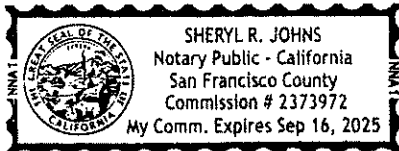
personally appeared Lane Stephens
Name(s) of Signer(s)

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: [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

Number
59343-30

59343-31

Exhibit "A"

PARCEL 59343-30 DRAINAGE EASEMENT

All that certain real property situate in the unincorporated area of the County of Contra Costa, State of California, being a portion of Parcel "A" as shown upon that certain Parcel Map filed for record on November 18, 1986 in Book 125 of Parcel Maps at Pages 9 through 11, inclusive, Official Records of said County, being more particularly described as follows:

A 4.000 meter wide easement for drainage purposes under, over, through, and across the following described land; together with the right to construct, operate, and maintain such facilities as necessary to effect the purpose of the easement.

COMMENCING at a point on the general southerly line of said Parcel "A", said **POINT of COMMENCEMENT** also being the most easterly terminus of the course shown as "N 76°13'50" W 151.68' " on said Parcel Map (North 75°11'09" West for purposes of this description); thence along said general southerly line the following four (4) courses; (1) North 75°11'09" West 46.232 meters, (2) South 14°48'51" West 0.610 meters, (3) North 75°11'09" West 72.532 meters, (4) westerly, along the arc of a curve to the right, concave to the north, having a radius of 275.826 meters, through a central angle of 2°02'35", an arc distance of 9.836 meters to the **TRUE POINT OF BEGINNING**; thence continuing along last said arc, having a radius of 275.826 meters, through a central angle of 0°53'09", an arc distance of 4.264 meters; thence departing said general southerly line, North 02°57'23" West 16.791 meters; thence North 01°06'33" West 28.784 meters; thence North 08°28'37" East 33.793 meters to a point on the general southerly line of PARCEL 47 (56451-1) FEE as described in the Final Order of Condemnation recorded February 28, 2000 as Document No. 2000-0039129-00, Official Records of said County; thence along last said general southerly line; South 73°16'42" East 4.042 meters; thence departing last said general southerly line, South 08°28'37" West 32.878 meters; thence South 01°06'33" East 28.384 meters; thence South 02°57'23" East 18.203 meters to the **POINT OF BEGINNING**.

CONTAINING 318 square meters, more or less.

PARCEL 59343-31 DRAINAGE EASEMENT

All that certain real property situate in the unincorporated area of the County of Contra Costa, State of California, being a portion of Parcel "A" as shown upon that certain Parcel Map filed for record on November 18, 1986 in Book 125 of Parcel Maps at Pages 9 through 11, inclusive, Official Records of said County, being more particularly described as follows:

A 4.000 meter wide easement for drainage purposes under, over, through, and across the following described land; together with the right to construct, operate, and maintain such facilities as necessary to effect the purpose of the easement.

COMMENCING at a point on the general southerly line of said Parcel "A", said **POINT of COMMENCEMENT** also being the most easterly terminus of the course shown as "N 76°13'50" W 151.68' " on said Parcel Map (North 75°11'09" West for purposes of this description); thence along said general southerly line the following two (2) courses; (1) North 14°48'51" East 6.096 meters, (2) South 75°11'09" East 0.181 meters to the **TRUE POINT OF BEGINNING**; thence departing said general southerly line, North 19°03'38" East 17.568 meters; thence North 06°00'38" West 21.342 meters; thence North 18°21'42" East 26.105 meters to a point on the general southerly line of PARCEL 47 (56451-1) FEE

Number
59343-30

59343-31

as described in the Final Order of Condemnation recorded February 28, 2000 as Document No. 2000-0039129-00, Official Records of said County; thence along last said general southerly line; South 78°23'20" East 4.028 meters; thence departing last said general southerly line, South 18°21'42" West 25.715 meters; thence South 06°00'38" East 21.367 meters; thence South 19°03'38" West 18.160 meters to a point on first said general southerly line; thence along first said general southerly line, North 75°11'09" West 4.011 meters to the **POINT OF BEGINNING**.

CONTAINING 261 square meters, more or less.

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

These real property descriptions have been prepared by me, or under my direction, in conformance with the California Professional Land Surveyors' Act.



Brian M. Coleson, LS 8367

12/8/2021

Date



ATTACHMENT 2
QUITCLAIM DEED
(PRIOR EASEMENTS)

Recorded at the request of:
Stephens & Stephens X, LLC
c/o D. R. Stephens & Company
465 California Street, Suite 330
San Francisco, CA 94104
Attn: Lane Stephens

After recording return to:
Stephens & Stephens X, LLC
c/o D. R. Stephens & Company
465 California Street, Suite 330
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 all of its right, title, and interest in and to 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 _____

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"

DRAINAGE EASEMENT QUITCLAIM LEGAL DESCRIPTION

All that certain real property situate in the unincorporated area of the County of Contra Costa, State of California, being portions of Parcel "A" as shown upon that certain Parcel Map filed for record on November 18, 1986 in Book 125 of Parcel Maps at Pages 9 through 11, inclusive, Official Records of said County, being all of **PARCEL 48 (56451-2) DRAINAGE EASEMENT** and **PARCEL 49 (56451-3) DRAINAGE EASEMENT** as described in the Final Order of Condemnation recorded February 28, 2000 as Document No. 2000-0039129-00, Official Records of said County, being specifically described therein as follows:

"PARCEL 48 (56451-2) DRAINAGE EASEMENT

An easement for Drainage Purposes and incidents thereto upon, over and across that certain real property described as follows:

A strip of land 4.000 meters in width, measured at right angles and radially lying southeasterly, easterly and northeasterly of the following described line:

Commencing at a point on the northwesterly line of said Parcel A (125 PM 9) which bears South 28°54'22" West, 40.221 meters from the most northerly corner; thence South 70°50'09" East, 10.131 meters; thence South 73°16'42" East, 11.114 meters to the Point of Beginning for the herein described line, said point also being the beginning of a non-tangent curve concave to the southeast, having a radius of 23.000 meters, a radial to which curve bears North 35°58'07" West; thence southwesterly along the arc of said curve through a central angle of 36°57'21", an arc distance of 14.835 meters; thence South 17°04'32" West, 23.452 meters to a curve concave to the east having a radius of 27.000 meters; thence southerly and southwesterly along the arc of said curve through a central angle of 46°44'51", an arc distance of 22.029 meters; thence South 29°40'20" East, 20.182 meters to a curve concave to the southwest having a radius of 9.000 meters; thence southerly along the arc of said curve through a central angle of 30°04'00", an arc distance of 4.723 meters; thence South 0°23'37" West, 1.849 meters to the northerly line of State Route 4, being the southerly terminus of the herein described line.

The side line of said 4.000 meters in width strip shall be shortened or lengthened to terminate between a line that bears South 73°16'42" East from the Point of Beginning and the northerly line of State Route 4.

Containing an area of 350 square meters more or less.

PARCEL 49 (56451-3) DRAINAGE EASEMENT

An easement for Drainage Purposes and incidents thereto upon, over and across that certain real property described as follows:

A strip of land 4.000 meters in width (measured at right angles and radially) lying easterly and southeasterly of the following described line:

Commencing at a point on the southeasterly line of said Parcel A (125 PM 9) which bears South 14°44'21" West, 39.851 meters from the most easterly corner of said Parcel A; thence North 78°23'20" West 10.614 meters to the Point of Beginning for the herein described line; thence South 6°30'26" West, 40.147 meters; thence South 16°26'44" West, 23.787 meters to the northerly line of State Route 4, the southerly terminus the herein described line.

The side line of said 4.000 meters in width strip shall be shortened or lengthened to extend from a line that bears South 78°23'20" East from the Point of Beginning to the northerly line of State Route 4 Containing an area of 256 square meters, more or less."

"These bearings and distances used in the above descriptions are on the California Coordinate System of 1983 (CCS83) Zone III (1991.35 HPGN). Multiply distances shown by 1.000068 to obtain ground distances."

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



Brian M. Coleson, LS 8367

12/27/2021

Date

