

OPTION AGREEMENT

This option agreement (“Agreement”) is dated as of October 21, 2025 (the “Effective Date”), and is between the CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, (the “Seller”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “Buyer”).

RECITALS

- A. Seller is the owner of the real property located at Antioch, California, having Assessor’s Parcel Number 053-060-028, which is more particularly described in Exhibit A (the “Property”). The Property is unimproved and consists of approximately 21 acres.
- B. Seller desires to grant to Buyer an option to purchase a portion of the Property consisting of up to five acres of land located on the Property, in the area labeled “Option Area” on the image attached as Exhibit B (the “Subject Property”). Buyer desires to accept the option from Seller on the terms and conditions set forth in this Agreement.
- C. Buyer is considering acquiring the Subject Property as the potential site of two mental health facilities, a 16-bed mental health rehabilitation center, and a 16-bed adult residential treatment facility, as part of a project being considered by the State Department of Health Care Services and the Behavioral Health Continuum Infrastructure Program (BHCIP). This Agreement, which gives the County the right to purchase the Subject Property throughout the term of this Agreement, provides the County with “site control,” while the County completes its due diligence.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1. Grant of Option. Seller hereby grants to Buyer the exclusive option to purchase the Subject Property, consisting of up to five acres, on the terms and conditions set forth in this Agreement (the “Option”).
- 2. Term of Option. The term of the Option begins on the Effective Date and ends at 11:59 p.m. on the date that is 12 months after the Effective Date (the “Initial Term”). Buyer has the right to extend the Initial Term in six-month increments no more than three times (each, a “Term Extension”), provided Buyer (i) gives notice of its election to extend the term in writing to Seller, and (ii) pays \$100 as consideration for each Term Extension. The Initial Term, plus any exercised Term Extensions, is the “Option Term.” For the purpose of exercising a Term Extension, Buyer may notify Seller by emailing Seller at the email address for Seller set forth in Section 12. If Buyer fails to exercise the Option during the Option Term, the Option will automatically expire and all rights of Buyer arising out of the Option

will immediately cease. During the Option Term, Seller may not enter into any agreement to sell, transfer or lease the Property or the Subject Property.

3. Method of Exercising Option. Buyer may exercise the Option at any time after the Effective Date and prior to the expiration of the Option Term by giving written notice to Seller (the “Option Exercise Date”). If Buyer exercises the Option, Seller and Buyer shall close this transaction in accordance with the terms of this Agreement no later than the date specified by Buyer in its written notice to Seller, which date will be no later than 180 days after the Option Exercise Date.
4. Option Price; Purchase Price.
 - a. The purchase price for the Option is \$100.00 (the “Initial Option Price”). The Initial Option Price plus any amount paid to Seller for any Term Extensions is the “Option Price.” The Option Price will be applied to the Purchase Price on the Closing Date (as defined below). The Option Price is earned when paid and is nonrefundable consideration for the Option. The Initial Option Price is to be paid within 14 days after this Agreement is approved by the Board of Supervisors of Contra Costa County, acting in its capacity as the governing body of Seller and in its capacity as the governing body of Buyer.
 - b. The purchase price for the Subject Property under the Option is up to \$425,000 per acre of the Subject Property (the “Purchase Price”). The Purchase Price is payable on the date the Grant Deed (as defined below) is recorded in the official records of Contra Costa County transferring title to the Subject Property to Buyer (the “Closing Date”).
5. Conditions of Closing. On or prior to the Closing Date, Buyer shall pay all recording fees to record the Grant Deed and the premium charged for the title policy, if a policy is requested by Buyer. On or prior to the Closing Date, Seller shall remove all judgment liens, federal or state income or sales tax liens, lis pendens affecting the Subject Property, financing encumbrances, mortgages, deeds of trust, or other consensual monetary liens, mechanics’ or materialmen’s liens or encumbrances against the Subject Property or imposed on the Subject Property as a result of Seller’s (or its employees, agents’ contractors, subcontractors, or affiliates) actions or omissions, or improvements made to, or services rendered in connection with, the Subject Property at the request of, or on behalf of Seller (collectively, “Encumbrances”). Seller shall also terminate any possessory agreements, licenses and operating agreements that affect the Subject Property prior to the Closing Date.

In addition to the documents identified in Section 7 below, Buyer and Seller shall each deliver any other instruments that are reasonably required to consummate the sale of the Subject Property to Buyer and the issuance of the title policy to Buyer, if a policy is requested by Buyer, in accordance with the terms of this Agreement.

6. Grant Deed. On or before the Closing Date, Seller shall deliver to the Director of Public Works, or his designee, a grant deed, in recordable form and properly executed by Seller, in

substantial conformity with the form attached as Exhibit C (the “Grant Deed”) conveying to Buyer the Subject Property in fee simple absolute, subject to any exceptions Buyer approves in writing (the “Approved Exceptions”). Buyer shall hold the Grant Deed in escrow until the Closing Date.

7. Property Conveyance. On the Closing Date, the Director of Public Works, or designee, shall do the following to finalize the conveyance of the Subject Property to Buyer:
 - a. Record the Grant Deed, marked for return to the Buyer care of Buyer’s Principal Real Property Agent, which will be deemed delivery to the Buyer.
 - b. Disburse to Seller the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Seller under this Agreement.
8. Seller’s Representations and Warranties. Seller hereby represents and warrants to Buyer as follows:
 - a. Marketable Title. Seller is conveying to Buyer, marketable and insurable fee simple title to the Subject Property, clear of restrictions, leases, liens and other encumbrances, subject only to the Approved Exceptions. No leases, rental agreements, licenses, or any other agreements allowing any third-party right to use the Subject Property are or will be in force unless prior consent has been given by Buyer in writing. Commencing on the Effective Date, and continuing until the Closing Date, Seller shall not permit any liens, encumbrances, easements, or assessments to be placed on the Subject Property other than the Approved Exceptions, nor shall Seller enter into any agreement that would affect the Subject Property and that would be binding on Buyer after the Closing Date without the prior written consent of Buyer.
 - b. Property History. Seller has disclosed to Buyer all information and records known to and maintained by Seller in connection with the history of the Subject Property. All information Seller has delivered to Buyer is accurate and Seller has disclosed all known facts with respect to the Subject Property’s prior use and history.
 - c. Property Information. Seller has disclosed to Buyer all reports and studies conducted by and/or maintained by Seller or Seller’s consultants, including, without limitation, the environmental report(s). Seller has provided Buyer with all reports in Seller’s possession, with respect to the Subject Property.
 - d. Condition of Subject Property.
 - i. Seller has disclosed to Buyer all information, records and studies maintained by Seller in connection with the Subject Property concerning hazardous substances and Seller is not concealing any knowledge of the presence of contamination or hazardous substances on, from or under the Subject Property. Any information that Seller has delivered to Buyer either directly or through Seller’s agents is

accurate and Seller has disclosed all material facts with respect to the Subject Property.

- ii. Except as otherwise set forth in this Agreement, Seller makes no warranty, guarantee, or representation related to the Subject Property. Buyer takes title to the Subject Property in its "AS-IS" condition. Seller has not made, and does not make, any representation as to the physical condition of the Subject Property.
 - e. Other Matters Affecting Subject Property. To the best of Seller's knowledge, there are not presently any actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened against or affecting the Subject Property or the interest of Seller in the Subject Property or its use that would affect Seller's ability to consummate the transaction contemplated by this Agreement. Further, there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the Subject Property. To the best of Seller's knowledge there are not presently any pending or threatened condemnation, eminent domain or similar proceedings affecting the Subject Property. Seller shall promptly notify Buyer of any of these matters arising in the future.
 - f. Seller's Authority. This Agreement and all other documents delivered prior to or on the Closing Date have been authorized, executed, and delivered by Seller; are binding obligations of the Seller; and are collectively sufficient to transfer all of Seller's rights to the Subject Property. On October 21, 2025, in accordance with Section 31 of the Contra Costa County Flood Control and Water Conservation District Act, the Contra Costa Board of Supervisors, acting as the governing body of Seller, adopted a resolution, declaring that the Property is no longer necessary to be retained for the uses and purposes of Seller.
9. Buyer's Representations and Warranties. Buyer warrants that the Board of Supervisors of Contra Costa County has authorized Buyer to enter into this Agreement and, upon execution, this Agreement is a binding obligation of Buyer.
10. Successors and Assigns. This Agreement binds and inures to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.
11. Right of Entry. From and after the Effective Date of this Agreement and at all times until this Agreement is terminated or title vests in Buyer, Buyer and its designated persons have the right at all reasonable times to enter on the Property for the purposes of Buyer, including but not limited to conducting soil and environmental tests, and other examinations and investigations of the Property. Buyer will defend, indemnify and hold Seller harmless against any damages, loss or liability or costs' arising from Buyer's or Buyer's designated persons' entry onto the Property, including but not limited to attorney's fees and costs. Buyer's obligations under this section shall survive and remain enforceable following either the termination of this Agreement or the close of escrow.

12. Notices. All notices (including requests, demands, approvals or other communications) under this Agreement are to be in writing and delivered in person, by overnight carrier, or by first class U.S. Mail. A notice extending the Option Term may be sent to Seller via email. The addresses for delivery of all notices given under this Agreement are as follows:

Buyer: Contra Costa County
40 Muir Road, 2nd Floor
Martinez, CA 94553

Seller: Contra Costa County Flood Control
& Water Conservation District
Attn: Real Estate Division
255 Glacier Drive
Martinez, CA 94553
fldcontr@pw.cccounty.us

or to such other addresses as Buyer or Seller 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 carrier; or on the fifth day following the date of mailing, if delivery is made by First Class U.S. Mail. A notice sent via email will be deemed effective on the same day it is sent.

13. Amendments. Except as otherwise provided in this Agreement, this Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.
14. Governing Law. This Agreement is governed by the laws of the State of California.
15. Merger of Prior Agreements. This Agreement, including the exhibits to it, constitutes the entire agreement between the parties with respect to the purchase and sale of the Subject Property and supersedes all prior agreements and understandings between the parties relating to the subject matter of this Agreement.
16. No Joint Venture or Third-Party Beneficiaries. The relationship between Seller and Buyer is solely that of optionor and optionee. Nothing in this Agreement is intended to create a joint venture, partnership, tenancy-in-common, or joint tenancy relationship between Seller and Buyer nor to grant Buyer any interest in the Subject Property. Nothing expressed or implied in this Agreement gives to any person, other than the parties to this Agreement and their permitted successors and assigns, any legal or equitable rights, remedy or claim hereunder.

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17. Time of the Essence. Time is of the essence in the performance of this Agreement.

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

CONTRA COSTA COUNTY

**CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT**

By _____
Warren Lai
Public Works Director

By _____
Warren Lai
Chief Engineer

RECOMMENDED FOR APPROVAL:

By _____
Jessica Dillingham
Principal Real Property Agent

APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY COUNSEL

By _____
Kathleen M. Andrus
Deputy County Counsel

EXHIBIT "A"

Real property situate in the City of Antioch, County of Contra Costa, State of California, in the North half of Section 34, Township 2 North, Range 2 East, Mount Diablo Meridian, being a portion of that parcel of land described as Parcel 1452.1 in the Grant Deed from Mary Ann Mateas to the Contra Costa County Flood Control and Water Conservation District recorded on August 14, 1987 at Recorder's Series Number 87-174293, and a portion of that parcel of land described as Parcel 1454.2 in the Grant Deed from Ronald E. Nunn to the Contra Costa County Flood Control and Water Conservation District recorded on August 23, 1990 at Recorder's Series Number 90-171939, and a portion of that parcel of land described as Parcel Two in the Decree for Final Distribution and for Payment of Extraordinary Attorney's Fees for the estate of Giuseppina Jacuzzi recorded November 1, 1984 in Book 12046 of Official Records at page 878, which was conveyed to the Contra Costa County Flood Control and Water Conservation District by a series of deeds recorded October 16, 1989 at Recorder's Series Numbers 89-209009 thru 89-209023 inclusive, more particularly described as follows:

Fee Title

Beginning at the point of intersection of the Southwest line of the Union Pacific Railroad 100 feet in width right of way, as described in the deed to San Pablo and Tulare Railroad recorded January 30, 1872 in Book 22 of Deeds at page 510, records of Contra Costa County, and the South line of the parcel described in the deed to United States of America, recorded March 10, 1938 in Book 463 of Official Records at page 19, from which a radial line of a curve concave to the Southwest having a radius of 22,868.33 feet bears South 49° 22' 19" West; thence from said Point of Beginning, Southeasterly along said Union Pacific Railroad right of way, through a central angle of 2° 25' 35" an arc distance of 968.45 feet to the Northern right of way line for Laurel Road as described in the Grant Deed from the State Route 4 Bypass Authority to the City of Antioch recorded on March 29, 2011 at Recorder's Series Number 2011-0064806; thence along said Northern line the following five courses: (1) South 52° 33' 34" West, 41.80 feet; (2) South 89° 29' 12" West, 60.24 feet; (3) South 52° 33' 34" West, 126.01 feet; (4) South 0° 29' 10" West, 44.63 feet; (5) South 52° 33' 34" West, 386.40 feet to the Northern right of way line for Laurel Road as described in the Grant Deed from the Contra Costa County Flood Control and Water Conservation District to the City of Antioch recorded on September 2, 2022 at Recorder's Series Number 2022-0135145; thence along said Northern line, South 52° 33' 34" West, 60.51 feet to the Northeasterly right of way line of State Highway 4, as described in the Grant Deed from the State Route 4 Bypass Authority to the State of California recorded on September 2, 2015 at Recorder's Series Number 2015-0183698;

thence along said Northeasterly Right of Way line, being the Northeasterly line of Parcel 4 of said Grant Deed (2015-0183698) the following nine courses: (1) South 52° 33' 34" West, 92.24 feet; (2) North 80° 30' 17" West, 71.87 feet; (3) North 33° 34' 11" West, 399.81 feet; (4) North 45° 20' 44" West, 39.35 feet; (5) North 35° 05' 00" West, 398.64 feet; (6) North 26° 47' 45" West, 216.54 feet; (7) North 29° 31' 49" West, 212.05 feet; (8) along a tangent curve concave to the Southwest, having a radius of 156.44 feet, through a central angle of 58° 41' 29" an arc distance of 160.25 feet; (9) thence non-tangent, North 31° 09' 28" West, 85.04 feet to the Southerly line of the parcel described in the deed to United States of America, recorded March 10, 1938 in Book 463 of Official Records at page 17; thence along said Southerly line, and the Southerly line of said 463 O.R. 19, South 89° 39' 25" East 933.58 feet to the Point of Beginning.

Containing 22.078 acres of land, more or less.

Bearings are based on the California Coordinate System of 1983, Zone 3, CA-HPGN, Epoch 1997.30. Distances given are grid distances; multiple distances by 1.0000639 to obtain ground distances.

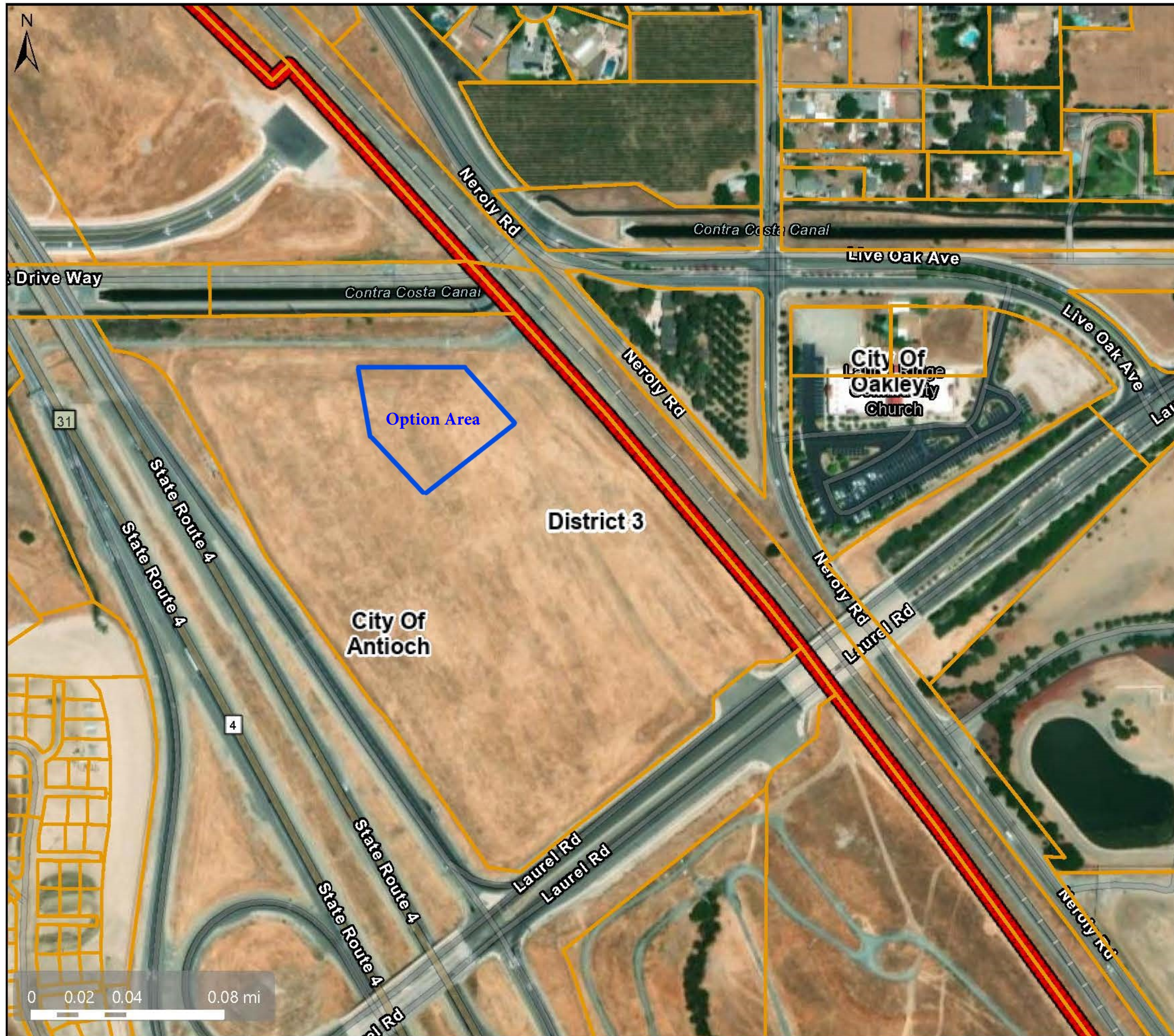
This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: *Dana M. Trezise*
Dana M. Trezise
Licensed Land Surveyor
Contra Costa County Public Works Department

Date: *September 30, 2025*



Laurel Ave BHCIP parcel



Map Legend

Assessment
Parcels

Planning

City Limits

Board of
Supervisors'
Districts

This map is a user generated, static output from an internet mapping application and is intended for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION.
CCMap is maintained by Contra Costa County Department of Information Technology, County GIS. Data layers contained within the CCMap application are provided by various Contra Costa County Departments. Please direct all data inquiries to the appropriate department.

Spatial Reference
PCS: WGS 1984 Web Mercator Auxiliary Sphere
Datum: WGS 1984

Recorded at the request of:
Contra Costa County

Return and Mail Tax Statement to:
Contra Costa County
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Attn: Jessica Dillingham

EXHIBIT C
FORM OF GRANT DEED

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. 053-060-028

GRANT DEED

For Value Received, receipt of which is hereby acknowledged, CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, GRANTS to CONTRA COSTA COUNTY, a political subdivision of the State of California,

The following described real property in the unincorporated area of the County of Contra Costa, State of California,

**AS DESCRIBED IN EXHIBIT "A" AND SHOWN ON EXHIBIT "B" ATTACHED HERETO
AND MADE A PART HEREOF.**

Contra Costa County Flood Control and Water
Conservation District

Date _____

Candance 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, _____, Deputy 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 _____ (Seal)
Deputy Clerk

EXHIBIT A
SUBJECT LEGAL DESCRIPTION
PLACEHOLDER

EXHIBIT B
SUBJECT PLAT MAP
PLACEHOLDER