

**AGREEMENT BETWEEN CONTRA COSTA COUNTY AND THE
KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES
DISTRICT FOR THE OPERATION AND MAINTENANCE OF
RECREATIONAL TRAILS IN KENSINGTON**

This Agreement is entered into as of May 8, 2025 (“Effective Date”), by and between Contra Costa County, a political subdivision of the State of California (“County”), and the Kensington Police Protection and Community Services District, a community services district formed and existing under the Community Services District Law (“District”). The County and the District are sometimes referred to herein together as the “Parties,” and each as a “Party.”

Recitals

- A. In 1911 and 1912, the developer of the “Kensington Park” and “Berkeley Highlands” subdivisions dedicated to Contra Costa County certain avenues, boulevards, roads, streets, and paths, as more particularly shown on Book 5 of Maps 103, et seq., and Book 6 of Maps 150, et seq. (the “Maps”). These avenues, boulevards, roads, streets, and paths include paths identified as the “Ardmore,” “Beloit,” and “Coventry” pathways (referred to together as the “Trails”), as more particularly shown on the Maps.
- B. While the County has not formally accepted the offers of dedication to the Trails, the Trails have been used, and continue to be used, by the public as recreational trails. Some Assessor Maps for properties adjacent to the Trails also map the Trails as public trails. The Kensington community has expressed a desire to have the Trails maintained as public recreational trails for continued public use.
- C. The District is authorized to exercise certain powers, including the power to “acquire, construct, improve, maintain, and operate recreation facilities, including, but not limited to, parks and open space,” pursuant to Government Code section 61100(e). The District is willing to accept, own, and maintain the Trails as recreational trails if the County will accept the offers of dedication for the Trails and then subsequently convey the Trails to the District. The County is willing to accept those offers of dedication and subsequently convey to the District all of the County’s interest in and to the Trails under the terms of this Agreement.
- D. The County Board of Supervisors adopted a resolution of acceptance (“County Acceptance”), substantially in the form attached hereto as Exhibit A, accepting, on behalf of the County, offers of dedication to the Trails made by the Maps. The District has delivered to the County an executed copy of this Agreement and a resolution of acceptance, in recordable form, (the “District Acceptance”) accepting from the County a quitclaim deed for the Trails, the form of which is attached hereto as Exhibit B (“Quitclaim Deed”).
- E. Following the recording of the Quitclaim Deed and District acceptance, the trails will be owned by the District and operated as public trails. The availability of recreational

trails meets the social needs of the County by enhancing health and encouraging outdoor activities, exercise, and recreation. Therefore, to assist with funding a portion of the initial maintenance and repair costs, the County will pay the District \$175,000 over five years to be used for maintaining, repairing, and operating the trails, in accordance with the terms of this Agreement.

- F. The activities contemplated under this Agreement will not have any effect on the preexisting and ongoing uses of the Trail. These activities merely effectuate a change in ownership of the existing Trails. Therefore, this activity is not a project for purposes of the California Environmental Quality Act.

Agreement

1. Term. The term of this Agreement commences on the Effective Date, and it expires upon the County's final payment to the District under Section 3(b).
2. Conveyance of the Trails to the District.
 - a. Within 10 days after the County's Board of Supervisors approves this Agreement, the County's Public Works Director, or designee, ("Director") will submit for recording in the Official Records of the Contra Costa County Clerk-Recorder the following documents, in the following order: first, the County Acceptance; and, second, the Quitclaim Deed and District Acceptance evidencing the conveyance to the District, and the acceptance by the District, of all of the County's right, title, and interest in and to the Trails, if any, acquired through the County Acceptance. Following the recording of the County Acceptance, Quitclaim Deed, and District Acceptance, the Director will mail to the District one set of copies of those recorded documents.
 - b. If any unforeseen requirements or events result in a delay in executing or recording the County Acceptance or the Quitclaim Deed and District Acceptance, the Parties agree to cooperate and work in good faith to resolve those matters to ensure those documents are recorded within a reasonable time.
3. Operation and Maintenance.
 - a. Notwithstanding Section 3(b), beginning upon the recording of the Quitclaim Deed and District Acceptance, and continuing thereafter, the District shall be solely responsible for the operation, maintenance, repair, and replacement of the Trails. This Section 3(a) shall survive and remain enforceable following the expiration of this Agreement.
 - b. Within 60 days after the Effective Date, and within 60 days after each July 1, thereafter and including July 1, 2026, through and including July 1, 2029, the County will make a payment to the District in the amount of \$35,000 to assist the District with maintenance, repair, and operational costs during the initial five

years of the District's ownership of the trails. The total of all County payments to the District under this Section 3(b) shall not exceed \$175,000.

4. "As-Is" Condition of the Trails; Releases. Effective upon the recording of the Quitclaim Deed and District Acceptance, the District accepts the Trails in their "as-is" condition. Neither the County, nor its officers, agents, and employees, (collectively, "County Parties") have made any representation concerning the Trails, including but not limited to, the condition of the soil, geology, or seismic conditions of the Trails, the presence of known or unknown faults, on, in, or under the Trails, the means and manner of the construction or prior maintenance of the Trails, the environmental condition of the Trails, the condition of title to the Trails, the property rights in the Trails that will be acquired when the County accepts the offers of dedication for the Trails, and the extent to which any such property rights will be conveyed to the District by the Quitclaim Deed. The District agrees and acknowledges that nothing in this Agreement commits the County to convey to the District any more property rights than the County actually acquires, if any, when it accepts the offers of dedication for the Trails made by the Maps. The District further agrees and acknowledges that the Trails are being conveyed by reference to the Maps and not based on a boundary or topographic survey; and the District agrees and acknowledges that the actual locations of the Trails may vary from the locations depicted on the Maps. The District relies solely on its own judgment, experience, and investigations as to the present and future conditions of the Trails, including conditions affecting title, or the suitability of the Trails for their intended uses, and the District is not relying on any disclosure or representation from any County Parties. The District hereby releases and discharges the County Parties from any and all claims, demands, causes of action, obligations, damages, fees, expenses, penalties, and liabilities (collectively, "Liabilities"), which the District now has or could assert in any manner related to or arising from any of the matters set forth herein above, and, as to those matters, the District knowingly waives the right to make any claim against any County Parties for any Liabilities and expressly waives all rights provided by section 1542 of the California Civil Code, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

This Section 4 shall survive and remain enforceable following the expiration of this Agreement.

5. Indemnification. Beginning upon the recording of the Quitclaim Deed and District Acceptance, the District shall indemnify, defend, and hold harmless the County Parties from all Liabilities to the extent that the Liabilities arise from the negligence or willful misconduct of the District, its officers, employees, contractors, or agents in connection with the operation, maintenance, repair, or replacement of the Trails following the

recording of the Quitclaim Deed and District Acceptance. This Section 5 shall survive and remain enforceable following the expiration of this Agreement.

6. No Merger. The terms of this Agreement shall not merge into the Quitclaim Deed upon its recording.
7. Notices. Except to the extent this Agreement expressly provides otherwise, all writings exchanged or delivered under this Agreement shall be delivered in person, delivered by overnight carrier with delivery charges prepaid and deposited to ensure next day delivery, or sent by First Class U.S. Mail with postage prepaid, addressed as follows:

If to County:

Contra Costa County Public Works Department
Attn: Warren Lai, P.E., Director
255 Glacier Drive
Martinez, CA 94553
Email: warren.lai@pw.cccounty.us

If to District:

Kensington Police Protection Community Service District
Attn: David Aranda, Interim General Manager
217 Arlington Avenue
Kensington, CA 94707
Email: daranda@kppcsd.org

A writing shall be deemed given on the same day that it is personally delivered on the business day immediately following the day it is deposited with an overnight carrier, and on the fifth day after the postmark date if it is sent by First Class U.S. Mail. A Party may change its address above by providing notice to the other Party of the new address at least five (5) days before the new address takes effect. A courtesy copy of any writing may be given by email, but any such email does not substitute for giving notice in the manner required by this section.

8. Specific Performance. The only remedy for breach of this Agreement is the specific performance of this Agreement.
9. Governing Law. This Agreement shall be construed in accordance with and governed by laws of the State of California. Any litigation to interpret or enforce this agreement shall be filed in Contra Costa County Superior Court.
10. Entire Agreement; Amendment. This Agreement represents the entire and integrated agreement among the Parties as to the subject matter referenced herein. This Agreement may be amended in a writing executed by the Parties following approval by the Parties' governing bodies.

11. Severability. No provision of this Agreement shall be interpreted to require any unlawful action by any Party. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, then the meaning of that term or portion of this Agreement shall be construed so as to render it enforceable to the extent feasible. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.
12. No Third-Party Beneficiaries. This Agreement is only for the benefit of the Parties as public entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third parties. No person or entity other than the Parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and, when taken together with all other signed counterpart, shall constitute one and the same instrument.

[Remainder of page left blank. Signatures on next page(s).]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date set forth above.

CONTRA COSTA COUNTY

**KENSINGTON POLICE PROTECTION
AND COMMUNITY SERVICES
DISTRICT**

By _____
Warren Lai, Public Works Director

Signed by:
David Aranda
By _____
David Aranda, Interim General Manager

Approved as to form:
Thomas L. Geiger, County Counsel

DocuSigned by:
Stephen M. Siptroth
By _____
Stephen M. Siptroth
Assistant County Counsel

Approved as to form:

DocuSigned by:
Ann Siprelle
By _____
Ann M. Siprelle
General Counsel

Exhibit:

Exhibit A Board Order Acceptance of Trails
Exhibit B Quitclaim Deed

SMS

DocuSigned by:
Ann Siprelle
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