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June 6, 2012

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Please Reply To:

Danville


Ms. Catherine Kutsuris
 Director
 Department of Conservation and Development
 30 Muir Road
 Martinez, CA 94553-4601

Re: Application Process for Creekside Memorial Park Cemetery Project
 County File LP052096

Dear Ms. Kutsuris:

At Mr. Corrie's request, I am forwarding to you a copy of the Real Property Exchange Agreement entered into between Mr. Corrie and Mr. Clancy. This agreement will further document Mr. Corrie's standing to proceed with the application as was outlined in my letter of April 19, 2012, addressed to Mr. Demian Hardman.

Very truly yours,



Gregory L. McCoy

GLM:lisa
 Enclosure
 cc: Mr. Damian Hardman w/ Enclosure
 Mr. Jim Parsons
 Client

DEPARTMENT OF
 CONSERVATION AND
 DEVELOPMENT
 MARTINEZ, CALIF. 94553
 JUN 11 AM 10:22
 CONTRA COSTA
 COUNTY

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REAL PROPERTY EXCHANGE AGREEMENT

This Real Property Exchange Agreement ("Agreement") is entered into as of September 24, 1999, in Danville, California, by and between SIDNEY CORRIE, JR. ("CORRIE") and TIMOTHY F. CLANCY ("Clancy").

1. This Agreement is made with respect to the following facts:

(a) CORRIE is the owner of the parcel of real property described as Contra Costa County Assessor's Parcel number 206-060-007-05, consisting of approximately 32 acres. Said parcel is described in Exhibit A attached hereto. CORRIE desires to exchange approximately 9.2 acres of said parcel as described in the attached map prepared by DK Associates (engineers) attached hereto as Exhibit B and made a part hereof. It is the intent of the parties that a lot line adjustment or, in the alternative, a parcel map be filed with Contra Costa County to affect a legal parcel as set forth in Exhibits B and C for purposes of this exchange. CLANCY agrees to execute any and all documents necessary to create the parcels described in Exhibits B and C to complete the exchange.

(b) In the event CORRIE is unable to obtain a lot line adjustment or parcel map for the property described in Exhibit B on or before October 2, 2000, CORRIE and CLANCY agree that the real property described in Exhibit A shall be transferred to CLANCY in an exchange for the real property described in Exhibit D attached hereto and made a part hereof and thereafter CORRIE shall have an option to purchase the real property described in Exhibit C as further described below.

(c) CLANCY is the owner of the real property located at 1609 Lawrence Road, Danville, California, consisting of approximately 3.3 acres, described as Contra Costa County Assessor's Parcel number 206-160-010-8, as further described in Exhibit D attached hereto and made a part hereof.

(d) CORRIE and CLANCY entered into a letter of intent dated August 19, 1999.

(e) CORRIE wishes to dispose of the real property described in Exhibit B or, in the alternative, Exhibit A (subject to the option described below) in an exchange that qualifies for the deferral of gain under Internal Revenue Code section 1031 and the applicable provisions of the California Revenue and Taxation Code (collectively referred to as the Internal Revenue Code section 1031). CORRIE has held the real property described in Exhibits A and B for productive use in a trade or business or for investment, and intends to hold the real property described in Exhibit D for similar purposes.

2. CORRIE and CLANCY replace the letter of intent dated August 19, 1999 with this Agreement.

3. The values and proximate encumbrances and proximate equities of the properties to be transferred are:

<u>Property</u>	<u>Exchange Value</u>	<u>Approximate Total Encumbrances</u>	<u>Approximate Equity</u>
Corrie:	<u>350,000^{00/}</u>	None	<u>350,000^{00/}</u>
Clancy:	<u>350,000^{00/}</u>	None	<u>350,000^{00/}</u>

4. Both properties shall be transferred on the terms set forth in this Agreement.

5. Each property shall be conveyed, free and clear, of any notes or deeds of trust encumbering the property.

6. Each party shall grant to the other by grant deed fee simple interest in the exchange properties, free and clear of all titled defects, liens, encumbrances, deeds of trust and mortgages, except real property taxes and a lien not delinquent. CORRIE shall procure a California Land Title Association standard policy of title insurance premium which shall be paid by CORRIE and be issued by Chicago Title Company. CLANCY shall procure a California Land Title Association standard policy of title insurance, for which premium shall be paid by CLANCY, to be issued by Chicago Title Company.

7. CORRIE's obligations to perform under this Agreement are subject to the satisfaction of the following conditions which are for CORRIE's benefit only:

(a) Title is to be free of any encumbrances of record or known to CLANCY, other than

(i) current property taxes,

(ii) conditions, covenants, restrictions and public utility easements (provided that they do not adversely effect the subject property's current use), and

(iii) items approved by CORRIE. CORRIE may object in writing, within five (5) calendar days of receipt of a preliminary report, to exceptions contained in the report. CLANCY warrants that there is no recorded notice of default outstanding against the property. Title shall be conveyed to CORRIE, insurable by the title policy issued by Chicago Title Company. If CLANCY is unable or unwilling to convey title as stated, CORRIE may terminate this contract and shall have no duties to CLANCY under this Agreement.

8. CLANCY's obligations to perform under this Agreement are subject to the satisfaction of the following conditions which are for CLANCY's benefit only:

(a) Title is to be free of any encumbrances of record or known to CORRIE, other than

(i) current property taxes,

(ii) conditions, covenants, restrictions and public utility easements (provided that they do not adversely effect the subject property's current use), and

(iii) items approved by CLANCY. CLANCY may object in writing, within five (5) calendar days of receipt of a preliminary report, to exceptions contained in the report. CORRIE warrants that there is no recorded notice of default outstanding against the property. Title shall be conveyed to CLANCY, insurable by the title policy issued by Chicago Title Company. If CORRIE is unable or unwilling to convey title as stated, CLANCY may terminate this contract and shall have no duties to CORRIE under this Agreement.

9. Feasibility. CORRIE and CLANCY shall each have fifteen (15) days after the execution of this Agreement to study and inspect, at their own expense, any and all aspects of the properties to be exchanged, including, but not limited to, the condition of the improvements, zoning, title, seismic requirements, soils conditions, toxic and hazardous conditions and intended use of the property. If either party, in its sole discretion and for any reason, decides to terminate the transaction prior to the expiration of this feasibility, then escrow shall be terminated, and neither party shall have any duties to the other under this Agreement. CORRIE shall be responsible for the cost of obtaining a legal parcel as described in Exhibits B and C.

10. Escrow. The exchange of the properties shall be consummated through an escrow established with Chicago Title Company. The closing date for escrow shall be the earlier of CORRIE obtaining a legal parcel for Exhibits B and C or October 2, 2000 as to the property described in Exhibit A if CORRIE is unable to obtain a legal parcel for the property described in Exhibit C. Within five (5) days after the execution of this Agreement, each party shall execute and deliver to escrow written instructions consistent with the terms of this Agreement and shall provide escrow with other information, documents and instruments reasonably required to enable escrow to close the transaction on or before the closing date.

11. The parties desire to take early possession of the respective parcels prior to closing. CORRIE will possess the real property described in Exhibit D ninety (90) days after acceptance of this Agreement, and CLANCY shall have the immediate right to possess the real property described in Exhibit B to effectuate various improvements and repairs, and thereafter to occupy the property within ninety (90) days after executing this Agreement. This shall occur prior to the close of escrow and is done for the convenience of the parties.

(a) CORRIE and CLANCY each agree that upon taking possession of the respective properties, that neither will be obligated to pay rent to the other. However, by

CORRIE entering the premises described in Exhibit D and CLANCY entering the premises described in Exhibit B, each party accepts the premises as being in good order, condition and repair, and accepts the property "as is" for purposes of their respective possession of those properties.

(b) CORRIE and CLANCY each waive all claims for losses or damages that they may have against each other as a result of their possession of the premises. Each party agrees to obtain liability insurance in an amount of not less than \$1,000,000.00.

(c) In the event CORRIE has not obtained a legal parcel for the real property described in Exhibit B on or before October 2, 2000, then CORRIE shall exchange the real property described in Exhibit A for the real property described in Exhibit D with CLANCY and escrow shall close not later than October 2, 2000. CLANCY hereby grants to CORRIE an option to acquire the real property described in Exhibit C in the event CORRIE is unable to obtain a legal parcel prior to October 2, 2000. The option terms are more fully set forth below.

12. On or before October 2, 2000, CLANCY agrees to grant to CORRIE an option to purchase the real property described in Exhibit C. If at the time of the option Exhibit C is not a legal parcel, CLANCY and CORRIE will use their best efforts to create a legal parcel for Exhibit C during the option period. The cost of obtaining the legal parcel will be borne by CORRIE.

(a) Concurrently with the close of escrow of the real properties described in Exhibits A and D, CORRIE shall pay to CLANCY the sum of \$10.00 for the option to purchase the real property described in Exhibit C.

(b) This option shall be effective on the date of closing escrow on the real property described in Exhibits A and D and shall continue for twenty (20) years (option term).

(c) This option may be exercised by CORRIE delivering to CLANCY before the expiration of the option term written notice of the exercise (exercise notice) which shall state the option is exercised without condition or qualification. Exercise notice must be accompanied by CORRIE's check for \$10.00.

(d) On receipt by CLANCY of the exercise of notice, this Agreement shall become the Purchase Agreement for the real property described in Exhibit C.

(e) As a condition of the option and throughout the option term, CORRIE shall be responsible for all costs associated with the maintenance and preservation of the property described in Exhibit C, including real estate taxes equitably apportioned for that property. During the option term, CLANCY may encumber the real property described in Exhibit C, after written notice to CORRIE, and CORRIE agrees to allow a loan on the property up to an aggregate amount of \$700,000.00. However, upon the transfer of the

real property described in Exhibit C to CORRIE under the option, CLANCY shall cause the real property described in Exhibit C to be conveyed to CORRIE free and clear of any liens or encumbrances. At the time CLANCY places any encumbrance on Parcel C, CLANCY agrees to notify any such lender of CLANCY's obligation to convey the real property described in Parcel C free of the lender's encumbrance at the time said parcel is transferred to CORRIE pursuant to the terms of the option. CORRIE shall have full use and occupancy of the property described in Exhibit C during the term of the option.

(f) Any notices, demands or requests shall be made in writing as set forth below in this Agreement.

(g) On or before the close of the escrow on the real property described in Exhibit A, CLANCY shall execute any and all documents necessary to effect a lot line adjustment or parcel map to create the real property described in Exhibit B.

(h) If any legal action or other proceeding, including arbitration or action for declaratory relief or specific performance, is brought for the enforcement of this Agreement or because of an alleged dispute, breach or default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which the party may be entitled.

(i) Immediately following the close of escrow of the real property described in Exhibits A and D, a Memorandum of Option Agreement in the form attached hereto as Exhibit E, shall be recorded by CORRIE with the Official records of Contra Costa County, California.

(j) The parties acknowledge that in order to effect the Option Agreement to permit CORRIE to repurchase the real property described in Exhibit C, it will be necessary to obtain a lot line adjustment or parcel map from the County of Contra Costa. CORRIE agrees to pay all necessary engineering costs to effect that property division to allow for a transfer of the real property described in Exhibit C pursuant to this option. CLANCY agrees to sign any and all documents necessary to effect that lot line adjustment or parcel map to create the legal parcel described in Exhibit B. CLANCY agrees to sign any such documents at or before the close of escrow of the real property described in Exhibit A or at any later time. CORRIE agrees to bear the cost of obtaining the legal parcel described in Exhibit B. All paragraphs in this Agreement following this paragraph shall be incorporated into the terms of this option.

13. Any notices, demands or requests shall be made in writing as set forth below in this Agreement.

14. The parties shall execute deeds to be held by escrow until closing.

15. If any legal action or other proceeding, including arbitration or action for declaratory relief or specific performance, is brought for the enforcement of this

Agreement or because of an alleged dispute, breach or default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which the party may be entitled.

16. CORRIE and CLANCY each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee or other compensation with respect to the transaction contemplated by this Agreement and will indemnify each other against any such claim.

17. This Agreement shall not be assigned without the prior written consent of all parties to it.

18. It is agreed and acknowledged that CORRIE and CLANCY are transferring the properties subject to this Agreement solely to complete an exchange transaction in accordance with Internal Revenue Code section 1031.

19. CORRIE and CLANCY acknowledge that they are acting as principals in this transaction and in no way shall be deemed the agent of the other.

20. The obligations of the parties to this Agreement shall not merge with the transfer of title, but shall continue until performed or otherwise satisfied.

21. Each party agrees to perform any further acts and execute any documents that may be reasonably requested by any other party to effect the purposes of this Agreement.

22. All notices, demands and other writings required or permitted to be given under this Agreement shall be:

(a) In writing;

(b) Delivered by personal service, by United States registered or certified mail (return receipt requested) with prepaid postage, or by Federal Express or other carrier service that provides written evidence of delivery; and

(c) Addressed to the party entitled to receive at the party's address for notices set forth below:

CORRIE'S ADDRESS FOR NOTICE:

Corrie Development Corporation
7950 Dublin Boulevard, Suite 111
Dublin, California 94568

CLANCY'S ADDRESS FOR NOTICE:

1609 Lawrence Road
Danville, California 94526

23. Time is of material importance and of the essence to each term, covenant, condition and clause of this Agreement.

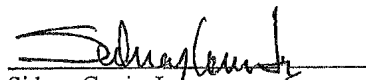
24. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit or action for breach or enforcement of this Agreement shall be instituted solely before the state or federal courts having jurisdiction within the State of California.

25. If any clause of this Agreement is held to be invalid or unenforceable, unless deletion of the invalid material will defeat the parties' essential purposes as expressed in this Agreement, the other clauses shall remain enforceable.

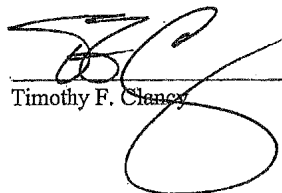
26. All terms of this Agreement shall be binding and shall inure to the benefit of and be enforceable by the parties to this Agreement and their respective legal representatives, successors and assigns.

27. This Agreement is the entire agreement of the parties. Any previous oral or written agreement got merged into this Agreement. Any changes, amendments and/or modifications of this Agreement must in writing and signed by all parties to this Agreement.

28. The parties have executed this Exchange Agreement on the date specified above. The parties acknowledge that this Agreement does not now, and shall never, constitute a partnership, joint venture or agency of any kind, either in law or equity, and neither party shall have any liability for the debt or obligation of the other party, whether arising out of the covenants, terms and conditions of this Agreement or otherwise.



Sidney Corrie, Jr.

 1-19-00

Timothy F. Clancy

**Real Property Exchange Agreement
Between Sidney Corrie, Jr. and Timothy F. Clancy**

SCHEDULE OF EXHIBITS

- EXHIBIT A: 32+ acres owned by Sidney Corrie, Jr. (APN 206-060-007-05).
- EXHIBIT B: 9.2 acres as shown on dk Associates map (a portion of the property described in Exhibit A).
- EXHIBIT C: Remaining balance of property (approximately 22.8 acres) from Exhibit A after 9.2 acres (Exhibit B) is taken by Timothy F. Clancy. This property will be subject to an option if a lot line adjustment or parcel map is not in place at the time of the exchange.
- EXHIBIT D: 3.3 acres -- Lawrence Road (APN 206-160-010-8) property owned by Timothy F. Clancy to be exchanged with Sidney Corrie, Jr. for Corrie's Exhibit B property.
- EXHIBIT E: Memorandum of Option to be recorded against the property in Exhibit A if the properties in Exhibits B and C are not legal parcels at the time of the exchange.