

AGREEMENT FOR SETTLEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT for the settlement and release of claims is made as of April 22, 2020, between and among the Transportation Agency for Monterey County (TAMC) and 5GO, LLC and Peter E. Blackstock, and is based on the following facts:

1. TAMC is the owner of certain railroad right-of-property within the City of Sand City and adjacent to property within the City of Seaside, known in this Agreement as 1845 Del Monte Boulevard.
2. In 2004, TAMC entered into a lease of a portion of that railroad right-of-way property (hereinafter, the "Leased Property") with the prior owner of 1845 Del Monte Boulevard.
3. 5GO LLC is a limited liability corporation that purchased 1845 Del Monte Boulevard in 2016.
4. Peter Blackstock is an officer in 5GO LLC and agent for process of 5GO LLC.
5. A dispute has arisen with respect to the existence and amount of back rent due and owing TAMC for the use and possession of the Leased Property by 5GO LLC and/or Peter Blackstock, in that TAMC contends that the amount of \$23,443.20 is due and owing and 5GO LLC and Peter Blackstock deny all liability.
6. Peter Blackstock and/or 5GO LLC is in the process of selling 1845 Del Monte Boulevard to a third party, and wishes to enable the third party to be able to enter into a new lease for the Leased Premises free and clear of any rent disputes.
7. The parties to this Agreement wish to resolve all disputes related to back rent for the Leased Property as set forth below

AGREEMENT

8. 5GO LLC and/or Peter Blackstock shall pay TAMC the amount of Twelve Thousand Fifty-eight Dollars and twenty cents (\$12,058.20) to settle and resolve all claims with regard to the amount of back rent due and owing TAMC for the Leased Property.
9. Payment to TAMC shall be in the form of a check payable to the Transportation Agency for Monterey County and shall be delivered to TAMC Offices, 55B Plaza Circle, Salinas, CA 93901, on or before April 21, 2020.

10. TAMC shall consider a new lease for the Leased Property with SFT Real Estate LLC at TAMC's regular Board meeting on April 22, 2020. The parties acknowledge that the new lease has already been reviewed with SFT Real Estate and is acceptable.
11. If the new lease for the Leased Property is not approved, TAMC shall return the check for \$12,058.20, and this Agreement for Settlement and Release shall be null and void.

RELEASE

12. Upon approval of the new lease with SFT Real Estate LLC, and clearance of the check to be delivered to TAMC as set forth in Paragraph 9 above, TAMC releases and forever discharges 5GO LLC and Peter Blackstock, and any officers, employees, agents, or persons related to the Leased Property from claims related to back rent due and owing for use and possession of the Leased Property prior to, and up to April 30, 2020.

WAIVER

13. All parties to this Agreement have had the opportunity to be advised of their legal rights with respect to the resolution of this dispute, and expressly waive and relinquish their respective rights under California Civil Code § 1542, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her much have materially affected his or her settlement with the debtor.

14. This Settlement and Release is a compromise and settlement of disputed claims for back rent, and nothing in this Settlement and Release shall be construed at any time as an admission of liability on the part of any party to this Agreement.

MISCELLEANY

15. Each party to this Agreement shall bear his/her/its own costs, attorneys' fees, and liens, and will remain responsible for any and all attorneys' fees, costs and liens relevant to the above-referenced dispute. If it becomes necessary to engage in legal proceedings to enforce or interpret any of the provisions of this agreement, the prevailing party will be entitled to recover his, her or its reasonable attorneys' fees incurred in connection with such proceedings.
16. Each party warrants that the settlement evidenced by this Agreement and the execution of this Agreement have been approved and authorized by the respective party, and that the persons who execute and attest this Agreement have been authorized to perform said acts.

17. Should any provision of this Agreement be held invalid or illegal, such illegality will not invalidate the remainder of this Agreement. Instead, the Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly, consistent with Paragraph 11.
18. This Agreement shall be construed and enforced pursuant to the laws of the State of California.
19. Each party acknowledges that she/he has had the opportunity to be represented by independent legal counsel of his own choice, that this Agreement was prepared with the joint input of all parties, and shall not be construed in favor of or against any party to the Agreement. Each party further acknowledges that this Agreement was executed freely and voluntarily and with the opportunity to receive the advice of independent legal counsel.
20. The parties agree that this Agreement may be executed in counterparts. Each of the undersigned, whether signing separately or on the same document with other parties, agrees to each and every part of the above agreement and release.

5GO LLC

By: _____

Date: _____

PETER BLACKSTOCK

Date: _____

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____

Date: _____