

MT. DIABLO UNIFIED SCHOOL DISTRICT

**RESOLUTION NO. 19/20-64:
OF THE GOVERNING BOARD OF THE MT. DIABLO UNIFIED SCHOOL DISTRICT
APPROVING PURCHASE AND SALE AGREEMENT AND
AUTHORIZING CONVEYANCE IN FEE OF DISTRICT PROPERTY AND
QUITCLAIM OF IRRIGATION EASEMENT**

WHEREAS, the Mt. Diablo Unified School District (“District”) is the owner of (i) approximately 1.0 acre of unimproved real property (previously declared surplus property) in the vicinity of unimproved property commonly known as 1700 Oak Park Boulevard, in the City of Pleasant Hill (the “City”), County of Contra Costa, State of California, as more particularly described as in Exhibit A (“Parcel 2”), (ii) approximately 1.0 acre of unimproved real property that is adjacent to, and north of, Parcel 2, and (iii) approximately 0.27 acres of unimproved real property in the vicinity of the intersection of Monticello Avenue and Santa Barbara Road, in the City of Pleasant Hill, County of Contra Costa, State of California, as more particularly described in Exhibit C (“Parcel 6”). Together, Parcel 2, Parcel 4, Parcel 6, and all of the School District’s right, title and interest in and to all entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges, appurtenant to Parcel 2, Parcel 4 and Parcel 6 are the “District Property.” A legal description and map depicting the location of the District Property is attached hereto as Exhibit “A” and incorporated herein;

WHEREAS, the County of Contra Costa (the “County”) is the owner of approximately 2.6 acres of unimproved real property that consists of a portion of land that is commonly known as 1700 Oak Park Boulevard, in the City of Pleasant Hill, County of Contra Costa, State of California, that is adjacent to Parcel 2 (“Parcel 1” and/or “the County Property”). The County and the City are parties to a purchase and sale agreement under which the County agrees to convey to the City, and the City agrees to accept, Parcel 1;

WHEREAS, on July 1, 2018, the District and the County entered into a Joint Exercise of Powers Agreement, for the sale or dedication of 10 Acres of Property including the District Property to facilitate, among other projects, construction by the City of Pleasant Hill, the County of Contra Costa and the Pleasant Hill Recreation and Park District (“the Park District”) of a public library, a city park and additional improvements to the area in and surrounding the District Property. (The Joint Powers Agreement, attached as Exhibit “B” herein.);

WHEREAS, pursuant to the Joint Powers Agreement, the District desires to convey to the City, and the City desires to accept, the District Property, in an “As-Is” condition under the terms and conditions set forth in the Purchase and Sale Agreement (attached hereto as Exhibit “C”) and subject to all existing liens, encumbrances and encroachments, whether recorded or unrecorded;

WHEREAS, the District holds an easement over irrigation lines traversing the County Property, as more particularly described herein in Exhibit “D,” and pursuant to the Joint Powers Agreement the District desires to quitclaim the irrigation easement to the County, and the County

desires to accept the irrigation easement from the District to access, repair, maintain and improve the irrigation lines traversing the County Property;

WHEREAS, the District and community will benefit from conveyance of the District Property to the City, thereby allowing the City, the Park District and the County to construct a library, a park and make other improvements to the access road and surrounding area adjacent to Pleasant Hill Middle School and surrounding community;

WHEREAS, the District and community will benefit from a quitclaim of the irrigation easement to the County, thereby allowing the City, the Park District and the County to construct a library, a park and make other improvements to the access road and surrounding area adjacent to Pleasant Hill Middle School and surrounding community, including repair, maintenance and improvements over the irrigation lines subject to the easement;

NOW, THEREFORE, THE GOVERNING BOARD OF THE MT. DIABLO UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. The District’s governing board authorizes conveyance of the District Property in an “As-Is” condition to the City of Pleasant Hill, under the terms and conditions in the Purchase and Sale Agreement set forth in Exhibit “C” and subject to all existing liens, encumbrances and encroachments, whether recorded or unrecorded.

Section 3. The District’s governing board authorizes quitclaim of the irrigation easement as set forth in Exhibit “D” to the County of Contra Costa pursuant to the Joint Powers Agreement, for the repair, improvement, maintenance and upkeep of the irrigation lines by the County and its designees.

Section 4. The District’s governing board authorizes and directs the Secretary of the Governing Board to take whatever action is necessary to complete the quitclaim of the irrigation lines easement to the County, and the dedication of the District Property to the City in fee, as set forth herein.

ADOPTED, SIGNED AND APPROVED on May 20, 2020.

President of the Governing Board for the
Mt. Diablo Unified School District

I, Robert A. Martinez, Secretary of the Governing Board of Mt. Diablo Unified School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of

said District at a meeting of said Board held on May 20, 2020, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Secretary, Governing Board of Mt. Diablo Unified
School District

EXHIBIT "A"

LEGAL DESCRIPTION AND MAP OF THE MAP OF THE STREET DEDICATION

(SEE ATTACHED)



February 11, 2020
BKF Job No. 20155138-12

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 2

(From Mount Diablo Unified School District to the City of Pleasant Hill)

ENGINEERS
SURVEYORS
PLANNERS

The land referred to herein is situated in the City of Pleasant Hill, County of Contra Costa, State of California, and is described as follows:

BEING a portion of Parcel A as said parcel is shown on the map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County, and more particularly described as follows:

COMMENCING at the southeastern corner of Parcel A; **THENCE** westerly along the southerly line of said Parcel A, being also the northerly right of way line of Oak Park Boulevard (60 foot wide public right of way) as said boulevard is shown on said map (172 PM 37), North 79°25'56" West 107.11 feet to the southeastern corner of Parcel One as said parcel is described in the Grant Deed recorded October 9, 1981, in Book 10530 of Official Records at Page 318, and the Grant Deed recorded June 22, 1984, in Book 11848 of Official Records at Page 369, Contra Costa County Records;

THENCE, northeasterly along the line common to said Parcel A (172 PM 37) and said Parcel One (10530 O.R. 318), North 31°34'04" East 8.98 feet;

THENCE, leaving said common line, along a non-tangent curve to the left, having a radius of 150.00 feet, to which a radial line to said curve bears North 12°47'18 East, through a central angle of 02°13'14", an arc distance of 5.81 feet;

THENCE, North 79°25'56" West 29.58 feet;

THENCE, along a tangent curve to the right, having a radius of 60.50 feet, through a central angle of 15°44'55", an arc distance of 16.63 feet;

THENCE, North 63°41'01" West 19.71 feet;

THENCE, along a tangent curve to the left, having a radius of 90.00 feet, through a central angle of 15°44'55", an arc distance of 24.74 feet;

THENCE, North 79°25'56" West 144.36 feet;

THENCE, North 38°51'32" West 18.96 feet;

THENCE, North 01°42'47" East 284.17 feet;

February 11, 2020
BKF Job No. 20155138-12
Exhibit "A" - Parcel 2

THENCE, South 88°17'13" East 446.18 feet to the aforesaid common line of Parcel A (172 PM 37) and Parcel One (10530 O.R. 318), and a point distant North 88°17'13" West 115.30 feet from the southwesterly line of said Parcel A, and the **POINT OF BEGINNING**;

THENCE, from said point of beginning, South 88°17'13" East 115.30 feet to the southeasterly line of said Parcel A (172 PM 37);

THENCE, southwesterly along said southeasterly line of Parcel A, South 31°34'04" West 427.43 feet to the aforesaid northerly right of way line of Oak Park Boulevard;

THENCE, westerly along said northerly right of way line of Oak Park Boulevard, North 79°25'56" West 107.11 feet to said common line of Parcel A (172 PM 37) and Parcel One (10530 O.R. 318);

THENCE, northeasterly along said common line, North 31°34'04" East 408.42 feet to the **POINT OF BEGINNING**.

Containing an area of 41,793 square feet or 0.959 acres, more or less.

The bearings of this description are based on that certain map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County.

A plat showing the above described parcel is attached hereto and made a part hereof.

Subject to all easements of record.

This description was prepared by me or under my direction for BKF Engineers. This legal description shall not be used in violation of the Subdivision Map Act or local ordinance.

By: _____
Paul A. Kittredge, P.L.S. No. 5790

Dated: _____

PARCEL A
172 PM 37

N 88°17'13" W 715.27'

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 31°34'04" E	8.98'
L2	N 79°25'56" W	29.58'
L3	N 63°41'01" W	19.71'
L4	N 38°51'32" W	18.96'

CURVE TABLE

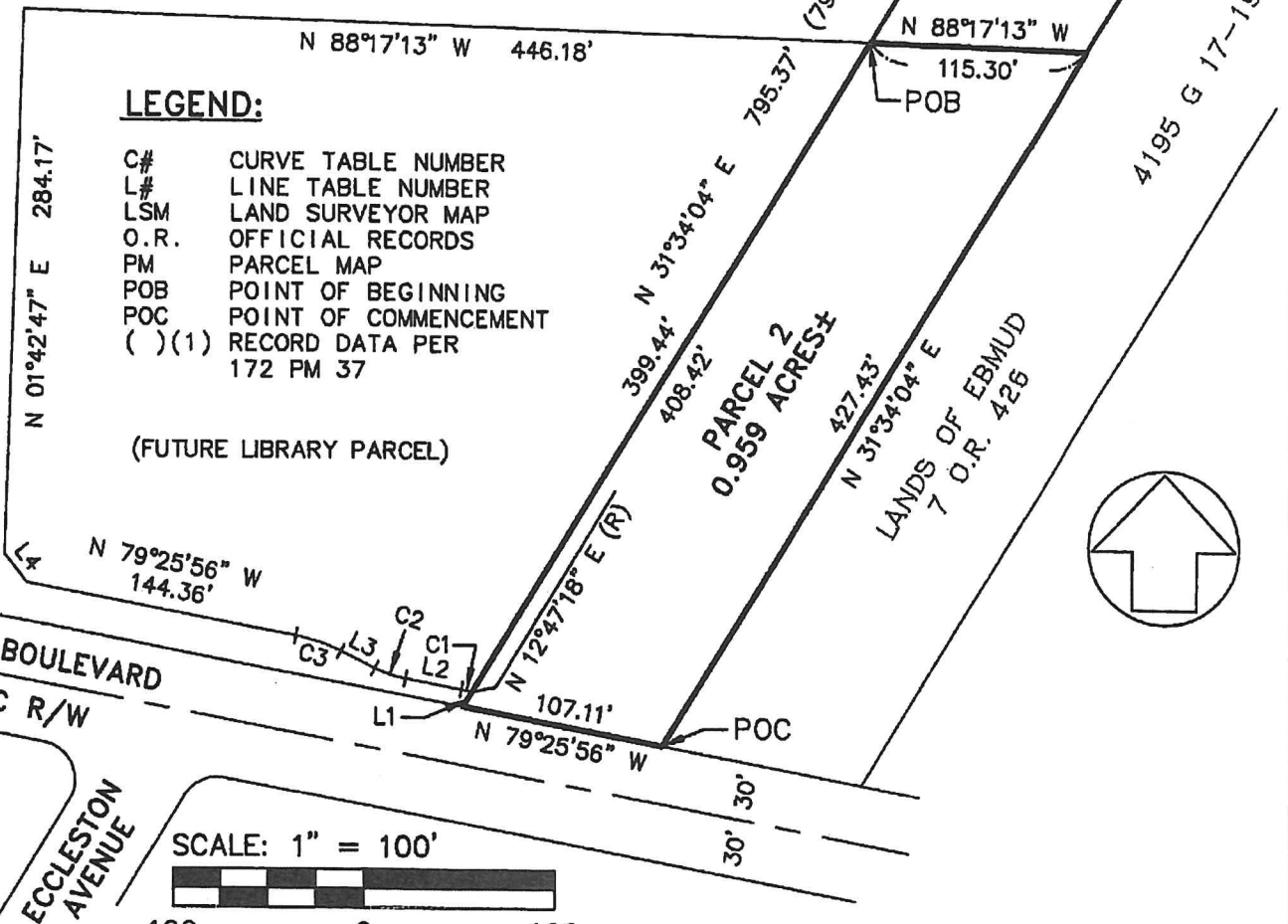
NO.	DELTA	RADIUS	LENGTH
C1	02°13'14"	150.00'	5.81'
C2	15°44'55"	60.50'	16.63'
C3	15°44'55"	90.00'	24.74'

PARCEL ONE
10530 O.R. 318
11848 O.R. 369

LEGEND:

C# CURVE TABLE NUMBER
L# LINE TABLE NUMBER
LSM LAND SURVEYOR MAP
O.R. OFFICIAL RECORDS
PM PARCEL MAP
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
() (1) RECORD DATA PER
172 PM 37

(FUTURE LIBRARY PARCEL)

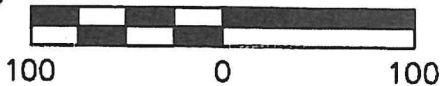


OAK PARK BOULEVARD
60' PUBLIC R/W

33 M 25

ECCLESTON AVENUE

SCALE: 1" = 100'



K:\2018\180884-Oak_Park_and_Monticello_Improvements\SUR\Mapping\Plats\
Transfer Parcels\RECORD\MLH\MDUSD-to-City-Pc12-PLAT.dwg

EXHIBIT "A"



1646 N. CALIFORNIA BLVD
SUITE 400
WALNUT CREEK, CA 94596
925-940-2200
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY
LEGAL DESCRIPTION
Job No. 20155138-12
By MLH Date 02/11/20 Chkd. PAK
SHEET 3 OF 3



**ENGINEERS
SURVEYORS
PLANNERS**

February 11, 2020
BKF Job No. 20155138-12

**EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 4
(From Mount Diablo Unified School District to the
City of Pleasant Hill Recreation and Park District)**

The land referred to herein is situated in the City of Pleasant Hill, County of Contra Costa, State of California, and is described as follows:

BEING a portion of Parcel A as said parcel is shown on the map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County, and more particularly described as follows:

COMMENCING at the southeastern corner of Parcel A; **THENCE** westerly along the southerly line of said Parcel A, being also the northerly right of way line of Oak Park Boulevard (60 foot wide public right of way) as said boulevard is shown on said map (172 PM 37), North $79^{\circ}25'56''$ West 107.11 feet to the southeastern corner of Parcel One as said parcel is described in the Grant Deed recorded October 9, 1981, in Book 10530 of Official Records at Page 318, and the Grant Deed recorded June 22, 1984, in Book 11848 of Official Records at Page 369, Contra Costa County Records;

THENCE, northeasterly along the line common to said Parcel A (172 PM 37) and said Parcel One (10530 O.R. 318), North $31^{\circ}34'04''$ East 8.98 feet;

THENCE, leaving said common line, along a non-tangent curve to the left, having a radius of 150.00 feet, to which a radial line to said curve bears North $12^{\circ}47'18''$ East, through a central angle of $02^{\circ}13'14''$, an arc distance of 5.81 feet;

THENCE, North $79^{\circ}25'56''$ West 29.58 feet;

THENCE, along a tangent curve to the right, having a radius of 60.50 feet, through a central angle of $15^{\circ}44'55''$, an arc distance of 16.63 feet;

THENCE, North $63^{\circ}41'01''$ West 19.71 feet;

THENCE, along a tangent curve to the left, having a radius of 90.00 feet, through a central angle of $15^{\circ}44'55''$, an arc distance of 24.74 feet;

THENCE, North $79^{\circ}25'56''$ West 144.36 feet;

THENCE, North $38^{\circ}51'32''$ West 18.96 feet;

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Exhibit "A" - Parcel 4

THENCE, North 01°42'47" East 284.17 feet;

THENCE, South 88°17'13" East 446.18 feet to the aforesaid common line of Parcel A (172 PM 37) and Parcel One (10530 O.R. 318), and a point distant North 88°17'13" West 115.30 feet from the southwesterly line of said Parcel A, and the **POINT OF BEGINNING**;

THENCE, from said point of beginning, northeasterly along said common line of Parcel A (172 PM 37) and Parcel One (10530 O.R. 318), North 31°34'04" East 386.95 feet to an angle point therein, as shown on said map (172 PM 37);

THENCE, leaving said angle point easterly, along the westerly prolongation of the southerly line of said Parcel A (172 PM 37), South 88°17'13" East 115.30 feet to the southeasterly line of said Parcel A (172 PM 37);

THENCE, southwesterly along said southeasterly line of Parcel A, South 31°34'04" West 386.95 feet, to a point distant South 88°17'13" East 115.30 feet from said point of beginning;

THENCE, North 88°17'13" West 115.30 feet to the **POINT OF BEGINNING**.

Containing an area of 38,695 square feet or 0.888 acres, more or less.

The bearings of this description are based on that certain map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County.

A plat showing the above described parcel is attached hereto and made a part hereof.

Subject to all easements of record.

This description was prepared by me or under my direction for BKF Engineers. This legal description shall not be used in violation of the Subdivision Map Act or local ordinance.

By: _____
Paul A. Kittredge, P.L.S. No. 5790

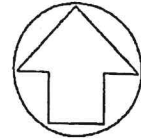
Dated: _____

K:\2018\180984-Oak_Park_and_Monticello_Improvements\DOCS\08-Survey\1-Plats_and_Legal_Desc\Land_Transfer_Parcel\MDUSD-to-Parks-Parcel-4-DESC.docx

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 31°34'04" E	8.98'
L2	N 79°25'56" W	29.58'
L3	N 63°41'01" W	19.71'
L4	N 38°51'32" W	18.96'

PARCEL A
172 PM 37



CURVE TABLE

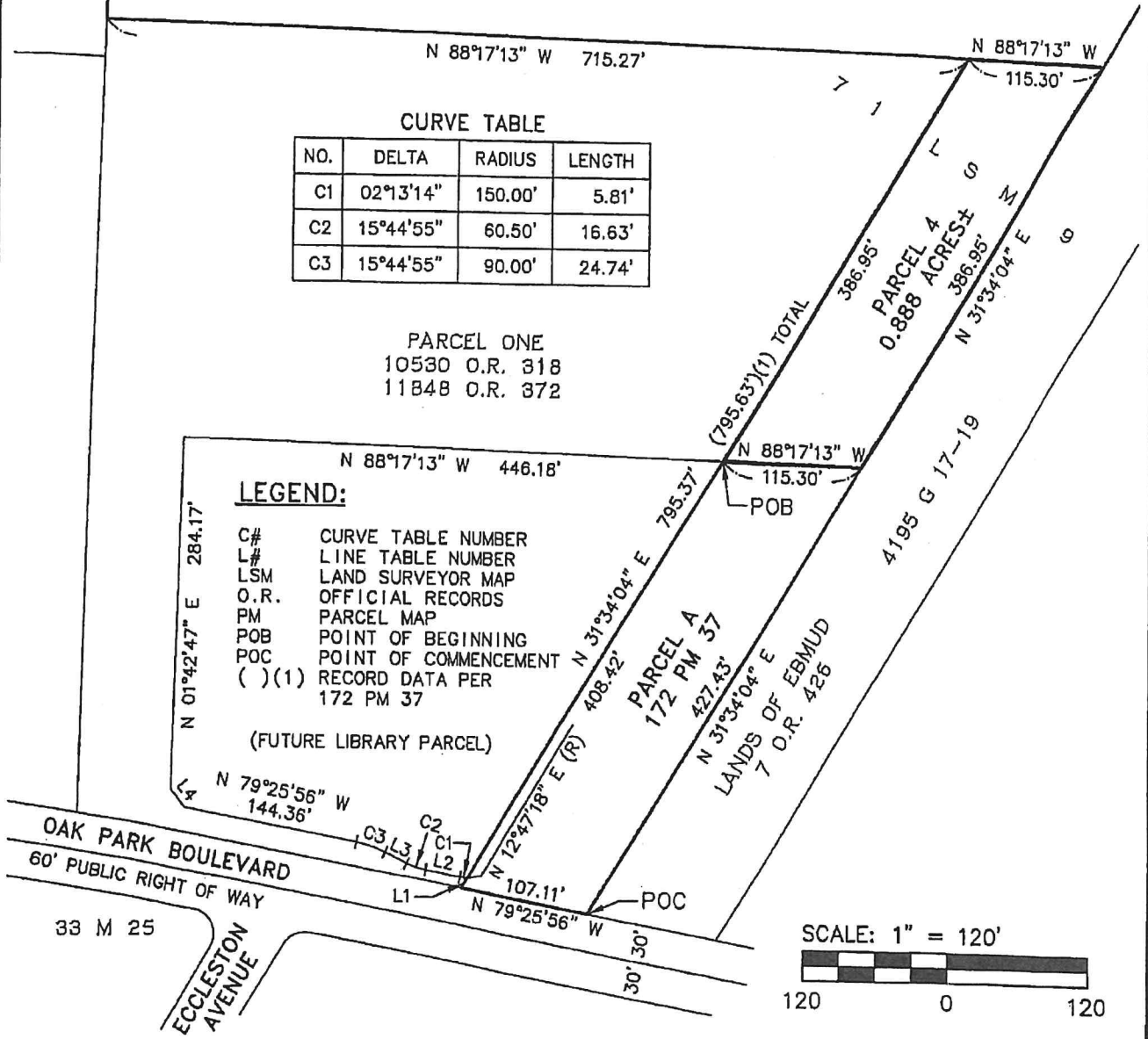
NO.	DELTA	RADIUS	LENGTH
C1	02°13'14"	150.00'	5.81'
C2	15°44'55"	60.50'	16.63'
C3	15°44'55"	90.00'	24.74'

PARCEL ONE
10530 O.R. 318
11848 O.R. 372

LEGEND:

- C# CURVE TABLE NUMBER
- L# LINE TABLE NUMBER
- LSM LAND SURVEYOR MAP
- O.R. OFFICIAL RECORDS
- PM PARCEL MAP
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- () (1) RECORD DATA PER 172 PM 37

(FUTURE LIBRARY PARCEL)



K:\2018\180984-Oak_Park_and_Monticello_Improvements\SUR\Mapping\Plate\Transfer Parcels\RECORD\MLH\MDUSD-to-Parks-Pc14-PLAT.dwg

EXHIBIT "A"



1646 N. CALIFORNIA BLVD
SUITE 400
WALNUT CREEK, CA 94596
925-940-2200
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY
LEGAL DESCRIPTION
Job No. 20155138-12
By MLH Date 02/11/20 Chkd. PAK
SHEET 3 OF 3



**ENGINEERS
SURVEYORS
PLANNERS**

April 8, 2020
BKF Job No. 20155138-14

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 6
(From Mount Diablo Unified School District to the City of Pleasant Hill)

The land referred to herein is situated in the City of Pleasant Hill, County of Contra Costa, State of California, and is described as follows:

BEING a portion of Parcel A as said parcel is shown on the map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County; more particularly described as follows:

COMMENCING at the southeastern corner of said Parcel A; **THENCE** westerly along the southerly line of said Parcel A, being also the northerly right of way line of Oak Park Boulevard (60 foot wide public right of way) as said boulevard is shown on said map (172 PM 37), North $79^{\circ}25'56''$ West 107.11 feet to the southeastern corner of Parcel One as said parcel is described in the Grant Deed recorded October 9, 1981, in Book 10530 of Official Records at Page 318, and the Grant Deed recorded June 22, 1984, in Book 11848 of Official Records at Page 369, Contra Costa County Records;

THENCE, northeasterly along the line common to said Parcel One (10530 O.R. 318) and said Parcel A (172 PM 37), North $31^{\circ}34'04''$ East 8.98 feet;

THENCE, leaving the last said line, along a non-tangent curve to the left, having a radius of 150.00 feet, to which a radial line to said curve bears North $12^{\circ}47'18''$ East, through a central angle of $02^{\circ}13'14''$, an arc distance of 5.81 feet;

THENCE, North $79^{\circ}25'56''$ West 29.58 feet;

THENCE, along a tangent curve to the right, having a radius of 60.50 feet, through a central angle of $15^{\circ}44'55''$, an arc distance of 16.63 feet;

THENCE, North $63^{\circ}41'01''$ West 19.71 feet;

THENCE, along a tangent curve to the left, having a radius of 90.00 feet, through a central angle of $15^{\circ}44'55''$, an arc distance of 24.74 feet;

THENCE, North $79^{\circ}25'56''$ West 144.36 feet;

THENCE, North $38^{\circ}51'32''$ West 18.96 feet;

THENCE, North $01^{\circ}42'47''$ East 619.77 feet to the southerly line of said Parcel A (172 PM 37), said line being also the northerly line of said Parcel One (10530 O.R. 318), and to the **POINT OF BEGINNING**;

April 8, 2020
BKF Job No. 20155138-14
Exhibit "A" - Parcel 6

THENCE, from said point of beginning, westerly along said southerly line of Parcel A (172 PM 37), and said northerly line of Parcel One (10530 O.R. 318), North 88°17'13" West 76.47 feet, to the southwestern corner of said Parcel A (172 PM 37);

THENCE, northerly along the westerly line of said Parcel A (172 PM 37), North 01°42'47" East 188.50 feet;

THENCE, leaving said westerly line of Parcel A (172 PM 37), South 88°17'13" East 82.61 feet;

THENCE, South 01°42'47" West 92.45 feet;

THENCE, along a tangent curve to the right, having a radius of 114.50 feet, through a central angle of 09°59'13", an arc distance of 19.96 feet;

THENCE, South 11°42'00" West 17.28 feet;

THENCE, along a tangent curve to the left, having a radius of 93.00 feet, through a central angle of 09°59'13", an arc distance of 16.21 feet;

THENCE, South 01°42'47" West 43.05 feet to the **POINT OF BEGINNING**.

Containing a gross area of 15,149 square feet or 0.348 acres, more or less.

EXCEPTING THEREFROM the following described parcel of land:

PARCEL 7:

BEING a portion of Parcel A as said parcel is shown on the map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County; more particularly described as follows:

COMMENCING at the southeastern corner of said Parcel A; THENCE westerly along the southerly line of said Parcel A, being also the northerly right of way line of Oak Park Boulevard (60 foot wide public right of way) as said boulevard is shown on said map (172 PM 37), North 79°25'56" West 107.11 feet to the southeastern corner of Parcel One as said parcel is described in the Grant Deed recorded October 9, 1981, in Book 10530 of Official Records at Page 318, and the Grant Deed recorded June 22, 1984, in Book 11848 of Official Records at Page 369, Contra Costa County Records;

THENCE, northeasterly along the line common to said Parcel One (10530 O.R. 318) and said Parcel A (172 PM 37), North 31°34'04" East 8.98 feet;

April 8, 2020
BKF Job No. 20155138-14
Exhibit "A" - Parcel 6

THENCE, leaving the last said line, along a non-tangent curve to the left, having a radius of 150.00 feet, to which a radial line to said curve bears North 12°47'18" East, through a central angle of 02°13'14", an arc distance of 5.81 feet;

THENCE, North 79°25'56" West 29.58 feet;

THENCE, along a tangent curve to the right, having a radius of 60.50 feet, through a central angle of 15°44'55", an arc distance of 16.63 feet;

THENCE, North 63°41'01" West 19.71 feet;

THENCE, along a tangent curve to the left, having a radius of 90.00 feet, through a central angle of 15°44'55", an arc distance of 24.74 feet;

THENCE, North 79°25'56" West 144.36 feet;

THENCE, North 38°51'32" West 18.96 feet;

THENCE, North 01°42'47" East 619.77 feet to the southerly line of said Parcel A (172 PM 37), said line being also the northerly line of said Parcel One (10530 O.R. 318);

THENCE, westerly along said southerly line of Parcel A (172 PM 37), and said northerly line of Parcel One (10530 O.R. 318), North 88°17'13" West 60.50 feet, to the **POINT OF BEGINNING**;

THENCE, from said point of beginning, continuing westerly along said southerly line of Parcel A (172 PM 37), and said northerly line of Parcel One (10530 O.R. 318), North 88°17'13" West 15.97 feet, to the southwestern corner of said Parcel A (172 PM 37),

THENCE, northerly along the westerly line of said Parcel A (172 PM 37), North 01°42'47" East 90.00 feet, to a point distant South 01°42'47" West 60.00 feet from the northeastern corner of Parcel One as said parcel is described in the Grant recorded July 9, 1959, in Book 3408 of Official Records, at Page 439, Contra Costa County Records, said northeastern corner being also the southeastern corner of Parcel B, as said Parcel B as shown on said map (172 PM 37);

THENCE, leaving said westerly line of Parcel A (172 PM 37), South 30°15'20" East 30.16 feet;

THENCE South 01°42'47" West 64.41 feet to the **POINT OF BEGINNING**.

Containing an area of 1,233 square feet or 0.028 acres, more or less.

Parcel 6 contains a net area of 13,916 square feet or 0.320 acres, more or less.

April 8, 2020
BKF Job No. 20155138-14
Exhibit "A" - Parcel 6

The bearings of this description are based on that certain map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County.

A plat showing the above described parcel is attached hereto and made a part hereof.

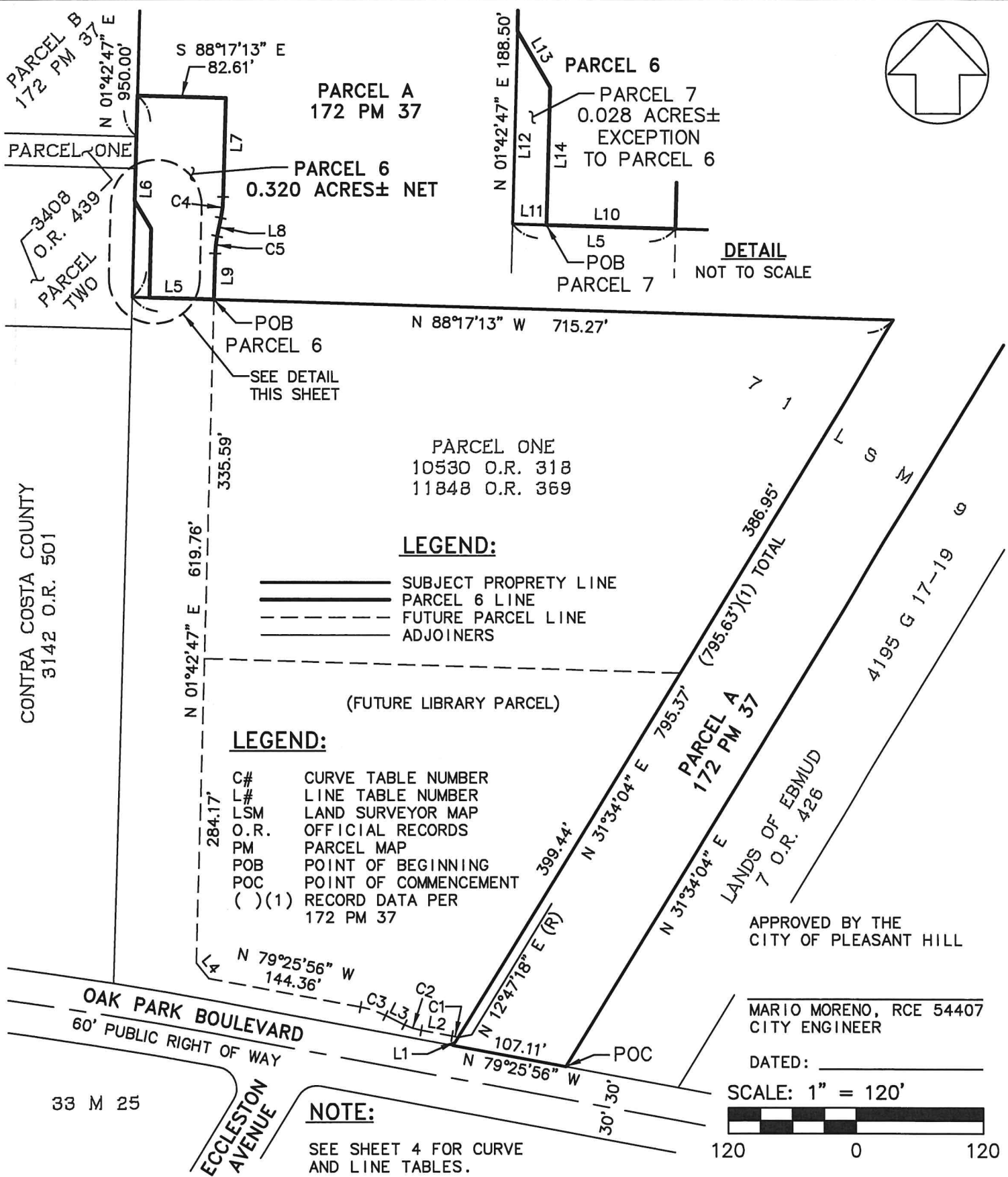
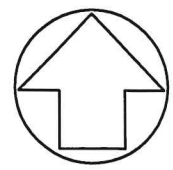
Subject to all easements of record.

This description was prepared by me or under my direction for BKF Engineers. This legal description shall not be used in violation of the Subdivision Map Act or local ordinance.

By: _____
Paul A. Kittredge, P.L.S. No. 5790

Dated: _____





LEGEND:

- SUBJECT PROPERTY LINE
- PARCEL 6 LINE
- FUTURE PARCEL LINE
- ADJOINERS

LEGEND:

- C# CURVE TABLE NUMBER
- L# LINE TABLE NUMBER
- LSM LAND SURVEYOR MAP
- O.R. OFFICIAL RECORDS
- PM PARCEL MAP
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- () (1) RECORD DATA PER 172 PM 37

(FUTURE LIBRARY PARCEL)

APPROVED BY THE CITY OF PLEASANT HILL

MARIO MORENO, RCE 54407
CITY ENGINEER

DATED: _____

SCALE: 1" = 120'

NOTE:

SEE SHEET 4 FOR CURVE AND LINE TABLES.

EXHIBIT "A"

K:\2018\180984-Oak_Park_and_Monticello_Improvements\SUR\Mapping\Plats\Transfer Parcels\RECORD\MLH\MDUSD-to-City-Pc16-PLAT.dwg



1646 N. CALIFORNIA BLVD
SUITE 400
WALNUT CREEK, CA 94596
925-940-2200
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY
PARCEL 6 (MDUSD TO CITY)
 Job No. 20155138-14
 By MLH Date 04/08/20 Chkd. PAK
 SHEET 5 OF 6

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 31°34'04" E	8.98'
L2	N 79°25'56" W	29.58'
L3	N 63°41'01" W	19.71'
L4	N 38°51'32" W	18.96'
L5	N 88°17'13" W	76.47'
L6	N 01°42'47" E	188.50'
L7	S 01°42'47" W	92.45'
L8	S 11°42'00" W	17.28'
L9	S 01°42'47" W	43.05'
L10	S 88°17'13" E	60.50'
L11	S 88°17'13" E	15.97'
L12	N 01°42'47" E	90.00'
L13	S 30°15'20" E	30.16'
L14	S 01°42'47" W	64.41'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH
C1	02°13'14"	150.00'	5.81'
C2	15°44'55"	60.50'	16.63'
C3	15°44'55"	90.00'	24.74'
C4	09°59'13"	114.50'	19.96'
C5	09°59'13"	93.00'	16.21'

EXHIBIT "B"

THE JOINT POWERS AGREEMENT

(SEE ATTACHED)

AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN
CONTRA COSTA COUNTY AND MOUNT DIABLO UNIFIED SCHOOL DISTRICT
FOR THE OAK PARK BOULEVARD PROJECT

This Amended and Restated Joint Exercise of Powers Agreement ("Agreement") is dated July 1, 2018, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County"), and the MOUNT DIABLO UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California (the "School District").

RECITALS

- A. The California Government Code at Section 6500 *et seq.* provides that two or more public agencies may by agreement jointly exercise powers common to them.
- B. The County and the School District are parties to a Joint Exercise of Powers Agreement dated December 12, 2006, which relates to the disposition of certain real property located on Oak Park Boulevard in the City of Pleasant Hill (the "Original JPA").
- C. The County is the owner of real property located at 1700 Oak Park Boulevard, consisting of approximately 8 acres and having Assessor's Parcel No. 149-230-005 (the "County Property"). The School District is the owner of real property having Assessor's Parcel No. 149-230-008 that is adjacent to the County Property consisting of approximately a 2-acre sub-portion (the "School District Property"). Together, the County Property and the School District Property are the "10-Acre Property." The 10-Acre Property is bordered by Pleasant Hill Middle School to the north and Oak Park Boulevard to the south.
- D. The County is also the owner of real property located at 1750 Oak Park Boulevard, consisting of approximately 4.8 acres and having Assessor's parcel No. 149-271-014 (the "5-Acre Property").
- E. The County intends to seek approvals from the City to enable a home builder to construct single-family detached homes on the 5-Acre Property. Once the County has obtained the entitlements from the City, the County intends to sell the 5-Acre Property to a home builder (the "County Project").
- F. The parties understand that the Pleasant Hill Recreation and Park District (the "Park District") desires to acquire a portion of the 10-Acre Property that is adjacent to Pleasant Hill Middle School ("Site 1") to use for recreational facilities (the "Park District Project"). Site 1 consists of approximately four acres of the County Property ("Lot 3") and one acre of the School District Property ("Lot 4").
- G. The parties understand that the City of Pleasant Hill (the "City") desires to acquire a portion of the 10-Acre Property that is adjacent to Oak Park Boulevard ("Site 2") to use as the site of a new, City-owned, library (the "City Project"). Site 2 consists of approximately four acres of the County Property ("Lot 1") and one acre of the School

District Property (“Lot 2”). The parties understand that the City intends to use Site 2 as the site of a new, City-owned, library.

- H. Attached to this Agreement as Exhibit A is a drawing that shows the location of the 5-Acre Property; Site 1, including Lot 3 and Lot 4; and Site 2, including Lot 1 and Lot 2.
- I. The County, the Park District and the City intend that the County Project, the Park District Project and the City Project be treated as one project for purposes of the California Environmental Quality Act (CEQA) and that the City will act as the lead agency.
- J. The County and the School District desire to amend and restate the Original JPA in order to memorialize the parties’ (i) continuing desire to work together to dispose of the 10-Acre Property, and (ii) agreement to share the proceeds of the sale of the 5-Acre Property to a home builder, with the County receiving 90% of the net sale proceeds and the School District receiving 10% of the net sale proceeds.

Subject to Section 15 below, the County and the School District therefore amend and restate the Original JPA to read in its entirety as follows:

AGREEMENT

- 1. Definitions. The following terms have the following meanings.
 - a. “Project” means the County Project, the Park District Project and the City Project.
 - b. “Project Costs” means the costs incurred by the County in connection with the Project, including, but not limited to securing the entitlements and permits necessary to enable a home builder to construct single-family detached homes on the 5-Acre Property, marketing fees, brokerage commissions, consultant fees, County staff costs, title and escrow fees, abatement and demolition of the existing County Library and administration building, and the County’s share of CEQA-related expenses, but excluding the cost of abating and demolishing the former Oak Park Elementary School.
- 2. Responsibilities of County and School District.
 - a. The following activities will be undertaken by the County if the County decides to proceed with the sale of the 5-Acre Property. The School District hereby authorizes the County to perform these activities:
 - i. Take whatever steps the County deems appropriate to carry out the Project.
 - ii. Comply with the County’s statutory requirements for the sale of the 5-Acre Property.

- iii. Advertise the 5-Acre Property for sale to a third party, and, if the County so chooses, negotiate and enter into agreements for the sale of the 5-Acre Property through marketing specialists, brokers and internet sales specialists.
 - iv. Negotiate and, if the County deems it appropriate, enter into a purchase and sale agreement with a third party for the 5-Acre Property.
 - v. Instruct the School District to deliver a grant deed into escrow conveying title to Lot 4 to the Park District.
 - vi. Instruct the School District to deliver a grant deed into escrow conveying title to Lot 2 to the City.
 - vii. Take whatever steps the County deems appropriate to provide security at the 10-Acre Property and the 5-Acre Property.
 - viii. Execute, acknowledge and deliver all other instruments and perform all other acts necessary, desirable or proper to carry out the purposes of this Agreement, including vacating the road easement the County holds across the School District Property.
- b. The following activities will be undertaken by the School District if the County decides to proceed with the sale of the 5-Acre Property. The County hereby authorizes the School District to perform these activities:
- i. Satisfy all of the School District's requirements for the conveyance of the School District Property in accordance with the relevant agreements between the School District and the Park District, and the School District and the City, including the service and publication of any necessary notices.
 - ii. Deliver a grant deed, in recordable form and properly authorized and executed on behalf of the School District, into escrow, conveying title to Lot 4 to the Park District in fee simple absolute.
 - iii. Deliver a grant deed, in recordable form and properly authorized and executed on behalf of the School District, into escrow, conveying title to Lot 2 to the City in fee simple absolute.
 - iv. Execute, acknowledge and deliver all other instruments and perform all other acts necessary, desirable or proper to carry out the purposes of this Agreement.
3. Distribution of Net Sales Proceeds. In consideration for the transfer of the School District Property in accordance with this Agreement, the County will instruct the title company handling the escrow for the conveyance of the 5-Acre Property to (i) first, reimburse the County for the Project Costs, which will be set forth in the escrow instructions provided by

the County (ii) second, pay any other closing costs, and (iii) distribute the remaining sales proceeds as follows:

To School District: Ten percent (10%) of the net sales proceeds from the sale of the 5-Acre Property; and

To County: All of the remaining net sales proceeds from the sale of the 5-Acre Property.

The School District is not entitled to any proceeds from the sale of any portion of the 10-Acre Property.

4. Restrictions. Pursuant to Government Code section 6509, the powers of the parties under this Agreement are subject to the restrictions on such powers applicable to the County.
5. Accountability. Pursuant to Government Code section 6505, each party to this Agreement is subject to strict accountability for all funds received or disbursed in connection with the Project.
6. Agreement Modification. This Agreement may be modified only with the written consent of the governing bodies of both parties.
7. Agreement Termination. Unless terminated earlier as a result of the County's decision not to sell the 5-Acre Property or proceed with the Project, this Agreement will terminate upon the close of escrow for the 5-Acre Property.
8. Notices. All notices (including requests, demands, approvals and other communications) given in connection with this Agreement must be in writing. The place for delivery of all notices given in connection with this Agreement is as follows:

To School District: Mount Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

To County: Contra Costa County
Public Works Department
40 Muir Road, 2nd Floor
Martinez, CA 94553
Attn: Principal Real Property Agent

9. Entire Agreement. This Agreement, including the recitals and the exhibits, contains the entire understanding of the parties relating to the subject matter of this Agreement.
10. Counterparts. This Agreement may be executed in counterpart.

11. Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement may not be construed as if it had been prepared by one of the parties, but rather as if both parties prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement. The recitals and exhibits are, and are to be enforced as, a part of this Agreement.
12. Further Assurances. Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents, as may be necessary, expedient or proper in order to complete all conveyances, transfers, sales and assignments under this Agreement, and do all other acts and to execute, acknowledge and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.
13. Waiver. A waiver of any covenant or provision of this Agreement is not to be deemed a waiver of any other covenant or provisions in this Agreement and no waiver is valid unless it is in writing and executed by the waiving party.
14. Severability. If any term or provision of this Agreement is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement will not be affected.
15. Effect of Property Transfer Not Occurring. If for any reason, the transfer of the 10-Acre Property contemplated by this Agreement does not occur on or before December 31, 2020, this Agreement will be null and void and the Original JPA will continue in effect and will be unchanged by this Agreement.

[Remainder of Page Intentionally Left Blank]

16. Governing Law and Venue. This Agreement is governed by the laws of the State of California. The venue of any litigation pertaining to this Agreement will be Contra Costa County, California.

The parties are signing this Agreement as of the date first above written.

CONTRA COSTA COUNTY

MOUNT DIABLO UNIFIED SCHOOL DISTRICT

By: _____
David J. Twa
County Administrator

By: 
Nellie Meyer
Superintendent

RECOMMENDED FOR APPROVAL

BY: _____
Karen Laws
Principal Real Property Agent

APPROVED AS TO FORM

APPROVED AS TO FORM

SHARON L. ANDERSON,
COUNTY COUNSEL

BY: _____
Deputy County Counsel


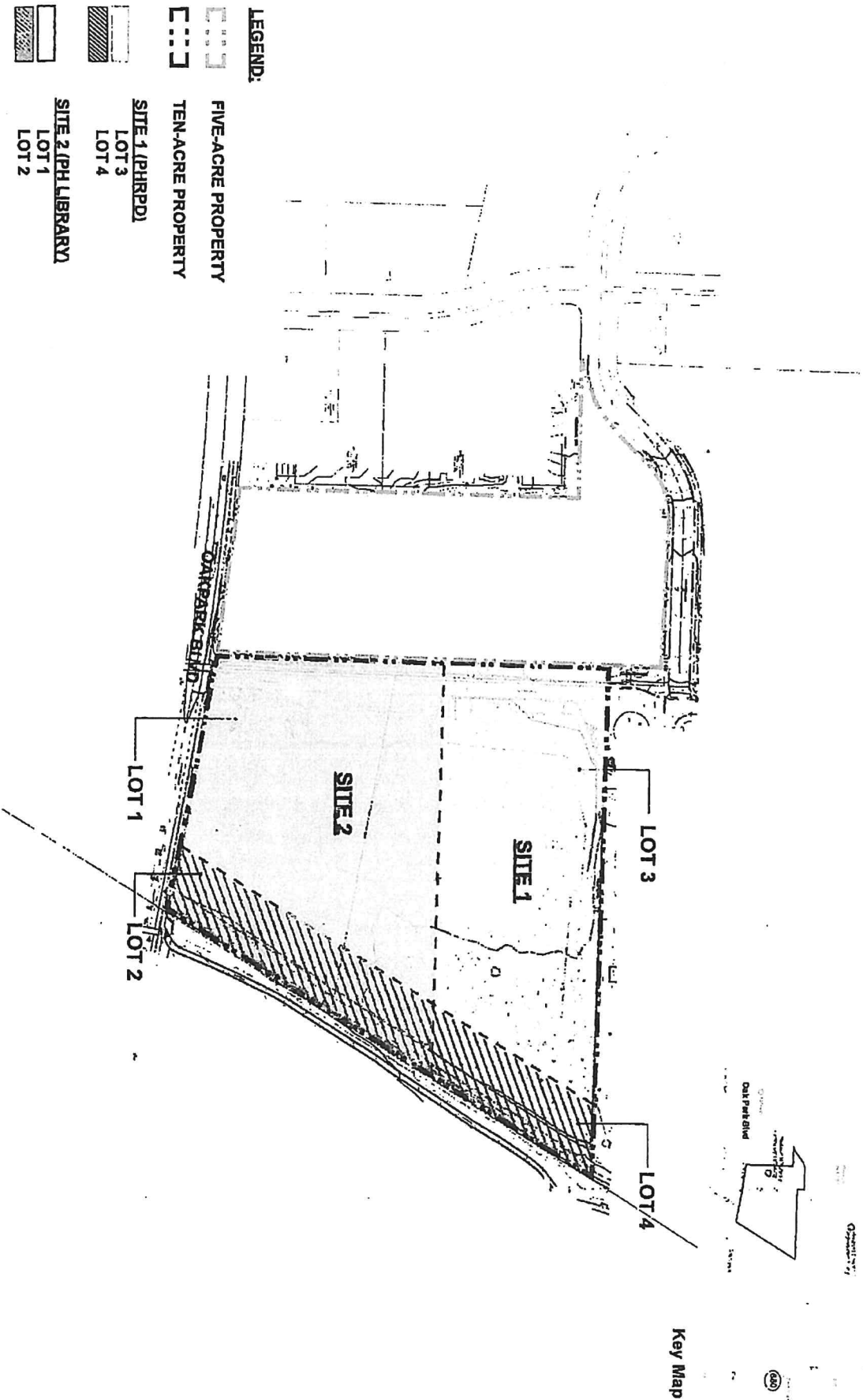
By: 
District Counsel

EXHIBIT A



OAK PARK PROPERTIES : PROPOSED DEVELOPMENT SCENARIO
 PLEASANT HILL, CA

DAHJLN
 JOB NO. 1310.001
 DATE 05-07-2018
 5885 Owens Drive
 B252517200 A.1

EXHIBIT "C"
PURCHASE AND SALE AGREEMENT
(SEE ATTACHED)

**PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS
BETWEEN MOUNT DIABLO UNIFIED SCHOOL DISTRICT AND THE CITY OF PLEASANT HILL**

This purchase and sale agreement and joint escrow instructions ("Agreement") is dated _____, 2020 (the "Effective Date"), and is between the MOUNT DIABLO UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California (the "School District"), and the CITY OF PLEASANT HILL, a California municipal corporation (the "City").

RECITALS

- A. The School District is the owner of (i) approximately 1.0 acre of unimproved real property that is in the vicinity of unimproved property commonly known as 1700 Oak Park Boulevard, in the City of Pleasant Hill, County of Contra Costa, State of California, as more particularly described as in Exhibit A ("Parcel 2"), (ii) approximately 1.0 acre of unimproved real property that is adjacent to, and north of, Parcel 2, and more particularly described as in Exhibit B ("Parcel 4") and (iii) approximately 0.27 acres of unimproved real property in the vicinity of the intersection of Monticello Avenue and Santa Barbara Road, in the City of Pleasant Hill, County of Contra Costa, State of California, as more particularly described in Exhibit C ("Parcel 6"). Together, Parcel 2, Parcel 4, Parcel 6, and all of the School District's right, title and interest in and to all entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges, appurtenant to Parcel 2, Parcel 4 and Parcel 6 are the "Property."
- B. The County of Contra Costa (the "County") is the owner of approximately 2.6 acres of unimproved real property that consists of a portion of land that is commonly known as 1700 Oak Park Boulevard, in the City of Pleasant Hill, County of Contra Costa, State of California, that is adjacent to Parcel 2 ("Parcel 1"). The County and the City are parties to a purchase and sale agreement under which the County agrees to convey to the City, and the City agrees to accept, Parcel 1.
- C. The School District desires to convey to the City, and the City desires to accept, the Property, in an "as-is" condition under the terms and conditions set forth in this Agreement and subject to all existing liens, encumbrances and encroachments, whether recorded or unrecorded (together, the "Permitted Exceptions"). A map is attached for illustrative purposes as Schedule E.

AGREEMENT

NOW THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the School District and the City agree as follows:

1. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, the School District agrees to convey to the City, and the City agrees to accept, fee title to the Property subject to

the Permitted Exceptions.

2. **Consideration.** The consideration for the transfer of the Property by the School District to the City is the City's specific performance of the following conditions:

2.1. As partial consideration for this Agreement, the City hereby releases and discharges the School District and its employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors and assigns (together, the "School District Parties"), from any and all claims, demands, causes of action, obligations, damages and liabilities, which the City now has or could assert in any manner related to or arising from the condition of the Property, the presence of any hazardous substance in or on the Property, the School District's ownership of the Property, this Agreement or actions taken by the parties pursuant to this Agreement, the City's acquisition of the Property, and the present or future use of the Property. As to the subjects of the releases in this paragraph, the City knowingly waives the right to make any claim against the School District Parties for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH 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."

In addition, to the fullest extent not prohibited by applicable law, the City shall defend, indemnify, protect, save, and hold harmless the School District Parties from any and all claims, cost, loss, liability, expense, damage (including consequential damages) or other injury, claim, action or proceeding (including without limitation attorneys' fees and expenses, and investigation, clean-up, remediation, removal or restoration costs) arising out of or connected with this Agreement or activities taken by the parties pursuant to this Agreement, or relating to the Property, including but not limited to the condition of the Property, the presence of any hazardous substance in or on the Property, the City's acquisition of the Property, and the present or future use of the Property.

If requested by any School District Parties, the City shall defend any such suits at its sole cost and expense, with counsel approved by the School District Parties, which approval will not be unreasonably withheld. The City's obligations under this Section exist regardless of concurrent negligence or willful misconduct on the part of any School District Parties or any other person; provided, however, City shall not be required to indemnify and hold harmless School District Parties for liability attributable to the active negligence of School District Parties, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where School District is shown to have been actively negligent and where School District's active negligence accounts for only a percentage of the liability involved, the obligation of City will be for that entire portion or percentage of liability not attributable to the active negligence of School District.

This release and indemnification clause shall survive the termination or expiration of this Agreement.

3. **Escrow.** The parties understand and agree that Escrow No. _____ (the "Escrow") has been established with First American Title Insurance Company, 4750 Willow Road, Suite 275, Pleasanton, California 94588 (the "Escrow Agent"). This Agreement will constitute escrow instructions to the Escrow Agent in its capacity as escrow agent as provided in this Agreement. The parties agree to execute, for the benefit of the Escrow Agent, additional escrow instructions as the Escrow Agent may require; provided, however, that unless expressly stated in instructions duly executed by both parties, these additional instructions will be construed as applying only to Escrow Agent's employment as escrow agent and will not alter the terms of this Agreement. As soon as practicable after the Effective Date of this Agreement, the City will deposit a fully executed original or copy of this Agreement with the Escrow Agent.
- 3.1. The City shall pay all closing costs and escrow and recording fees incurred in this transaction and, if title insurance is desired by the City, the premium charged therefor.
- 3.2. Prior to the closing, the School District shall deliver into Escrow with the Escrow Agent a grant deed in substantially the form attached hereto as Exhibit D (the "Grant Deed"), conveying the Property to the City in fee, subject to the Permitted Exceptions.
- 3.3. Escrow shall close upon the conveyance of the Property to the City (the "Close of Escrow"). On the closing date, the Escrow Agent will be obligated to close Escrow as follows:
- 3.3.1. Record the Grant Deed, and the City's acceptance thereof, marked for return to the City (which will be deemed delivery to the City), and send a conforming copy to the School District, care of its Associate General Counsel.
- 3.3.2. Issue the title policy, if requested to do so by the City.
- 3.3.3. Prorate taxes, assessments, and other charges, if any.
- 3.3.4. Prepare and deliver to the School District and to the City one signed copy each of the Escrow Agent's closing statement showing all receipts and disbursements of the Escrow.
- If the Escrow Agent is unable to simultaneously perform all of the instructions set forth above, the Escrow Agent is to notify the School District and the City, and retain all funds and documents pending receipt of further instructions from the School District and the City.
4. **"AS IS" Condition of Property.** THE CITY ACKNOWLEDGES AND AGREES THAT, UNDER THE TERMS OF THIS AGREEMENT, THE SCHOOL DISTRICT IS CONVEYING AND THE CITY IS ACQUIRING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS, AND THAT THE CITY IS

NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE SCHOOL DISTRICT AS TO ANY MATTERS CONCERNING THE PROPERTY INCLUDING, WITHOUT LIMITATION TO: (I) THE PHYSICAL QUALITY, NATURE, ADEQUACY, AND CONDITION OF THE PROPERTY, INCLUDING SOILS, GEOLOGY, AND ANY GROUNDWATER, (II) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY, (III) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, MERCHANTABILITY, FITNESS, SUITABILITY, VALUE, OR ADEQUACY FOR ANY PARTICULAR PURPOSE, (IV) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON USE OF THE PROPERTY, (V) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY, (VI) THE PRESENCE OF HAZARDOUS MATERIALS, AS DEFINED BELOW, ON, UNDER, OR WITHIN THE PROPERTY OR ANY ADJOINING OR NEIGHBORING PROPERTY, (VII) THE CONDITION OF TITLE TO THE PROPERTY, AND (VIII) THE ECONOMICS OF THE OPERATION OF ANY USE OF THE PROPERTY. FOR THE PURPOSE OF THIS SECTION, "HAZARDOUS MATERIALS" MEANS ANY SUBSTANCE, MATERIAL, OR WASTE THAT IS OR MAY BECOME DESIGNATED, CLASSIFIED OR REGULATED AS BEING "TOXIC," "HAZARDOUS," OR A "POLLUTANT" UNDER ANY FEDERAL OR STATE LAW OR REGULATION.

5. **City Representations and Warranties.** The City represents and warrants to the School District as of the Effective Date, and as of the Close of Escrow, as follows:

- 5.1. The City is a duly formed and validly existing California municipal corporation and is qualified under the laws of the State of California to conduct business herein. This Agreement, and all documents executed by the City being delivered to the School District at the closing are duly authorized, executed and delivered by the City and are, and at the time of closing will be, legal, valid and binding obligations of the City, enforceable against the City in accordance with their respective terms.
- 5.2. The City has the full legal right, power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby, and to perform its obligations under this Agreement.

6. **School District Representations and Warranties.** The School District represents and warrants to the City as of the Effective Date, and as of the Close of Escrow, as follows:

- 6.1. The School District is a duly formed and validly existing political subdivision of the State of California and is qualified under the laws of the State of California to conduct business herein. This Agreement, and all documents executed by the School District being delivered to the City at the closing are be duly authorized, executed and delivered by the School District and are, and at the time of closing will be, legal, valid and binding obligations of the School District, enforceable against the School District in accordance with their respective terms.

6.2. The School District has the full legal right, power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby, and to perform its obligations under this Agreement.

7. **Condition to City's Performance.** The City's obligation to perform under this Agreement is subject to the following conditions:

7.1. The School District's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the Close of Escrow.

7.2. The fulfillment, before or on the Close of Escrow, of the School District's obligation to deliver the Grant Deed to the Escrow Agent in accordance with Section 3.2.

7.3. Prior to, or simultaneous with, the Close of Escrow, fee title to Parcel 1 must vest in the City.

7.4. The School District's performance of all of its obligations under this Agreement.

These closing conditions are solely for the City's benefit and may be waived in writing by the City without prior notice.

8. **Conditions to School District's Performance.** The School District's obligation to perform under this Agreement is subject to the following conditions:

8.1. The City's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the Close of Escrow.

8.2. Prior to, or simultaneous with, the Close of Escrow, fee title to Parcel 1 must vest in the City.

8.3. The City's performance of all of its obligations under this Agreement.

These closing conditions are solely for the School District's benefit and may be waived in writing by the School District without prior notice.

9. **Possession of the Property.** Possession of the Property will be delivered to the City at the Close of Escrow.

10. **Survival.** All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive and remain fully enforceable after the conveyance of the Property to the City, and after any assignment, expiration or termination of this Agreement, and shall not merge in the Grant Deed or other documents.

11. **Assignment, Successors and Third Parties.** The City may not assign its rights under this Agreement without the prior written consent of the School District. This Agreement inures to the benefit of and binds the parties to this Agreement and their respective heirs, successors, and

assigns. Except as expressly provided herein, nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the parties and their respective heirs, successors, and assigns, any rights or remedies under or by reason of this Agreement.

12. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement must be in writing and made as follows:

City: City of Pleasant Hill
100 Gregory Lane
Pleasant Hill, CA 94523
Phone: (925) 671-5267
Attn: City Attorney

School District: Mount Diablo Unified School District
General Counsel
1936 Carlotta Drive
Concord, CA 94519
Phone: (925) 682-8000

or to such other addresses as the School District and the City 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 courier; and on the third day following the date of mailing, if delivery is made by First Class U.S. Mail.

13. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement is not to be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement.
14. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.
15. **Waiver.** A waiver or breach of any covenant or provision in this Agreement is not a waiver of any other covenant or provision in this Agreement, and no waiver is valid unless in writing and

executed by the waiving party.

16. **Severability.** If any term or provision of this Agreement is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement will not be affected.
17. **Entire Agreement.** This Agreement and the Grant Deed constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements and understandings of the parties regarding the subject matter of this Agreement.
18. **Governing Law.** This Agreement is governed by the laws of the State of California.

19. **Time.** Time is of the essence in the performance of the parties' respective obligations under this Agreement.

The parties are signing this Agreement as of the Effective Date.

MOUNT DIABLO UNIFIED SCHOOL DISTRICT

CITY of PLEASANT HILL

By _____
Dr. Robert Martinez
Superintendent

By _____
June Catalano
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____
Cesar Alvarado
Associate General Counsel

By _____
Janet Coleson
City Attorney

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

- Exhibit A - Legal Description of Parcel 2
- Exhibit B – Legal Description of Parcel 4
- Exhibit C – Legal Description of Parcel 6
- Exhibit D – Form of Grant Deed
- Schedule E – Map of Parcels

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the grant deed dated _____, 2020, from the Mount Diablo Unified School District to the City of Pleasant Hill, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Pleasant Hill, pursuant to the authority conferred by Resolution No. _____, adopted by the City Council of the City of Pleasant Hill on _____, 2020, and the City of Pleasant Hill consents to recordation thereof by its duly authorized officer.

Dated: _____, 2020

CITY OF PLEASANT HILL

By: _____

Its: _____

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the grant deed dated _____, 2020, from the Mount Diablo Unified School District to the City of Pleasant Hill, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Pleasant Hill, pursuant to the authority conferred by Resolution No. _____, adopted by the City Council of the City of Pleasant Hill on _____, 2020, and the City of Pleasant Hill consents to recordation thereof by its duly authorized officer.

Dated: _____, 2020

CITY OF PLEASANT HILL

By: _____

Its: _____

EXHIBIT "D"
IRRIGATION EASEMENT
(SEE ATTACHED)



**ENGINEERS
SURVEYORS
PLANNERS**

May 6, 2020
BKF Job No. 20155138-14

**EXHIBIT "A"
LEGAL DESCRIPTION
VACATION OF EASEMENT
(From Mount Diablo Unified School District to Contra Costa County)**

The land referred to herein is situated in the City of Pleasant Hill, County of Contra Costa, State of California, and is described as follows:

BEING all that portion of the 10 foot wide irrigation easement as said easement described in the Grant Deed recorded October 9, 1981, in Book 10530 of Official Records, at Page 318, Contra Costa County Records, pursuant to the resolution passed by the Board of Supervisors of the County of Contra Costa on August 25, 1981, recorded October 9, 1981, as Instrument Number 81-132485, Book 10530, Page 316, Official Records of Contra Costa County.

A plat showing the above described easement is attached hereto and made a part hereof.

This description was prepared by me or under my direction for BKF Engineers

By: Paul Kittredge
Paul A. Kittredge, P.L.S. No. 5790

Dated: May 6, 2020



PARCEL A
172 PM 37

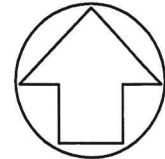
N 88°17'13" W 715.27'

LINE LEGEND:

- SUBJECT PROPERTY LINE
- - - - - EASEMENT LINE
- ADJOINERS

LEGEND:

- C# CURVE LABEL NUMBER
- L# LINE TABLE NUMBER
- LSM LAND SURVEYOR MAP
- O.R. OFFICIAL RECORDS
- PM PARCEL MAP



FUTURE PARCEL 3
TO BE DEEDED
BY SEPARATE
INSTRUMENT

PARCEL ONE
10530 O.R. 318
11848 O.R. 369

FUTURE PARCEL 5
TO BE DEEDED BY
SEPARATE INSTRUMENT
(MONTICELLO AVENUE)

FUTURE PARCEL 1
TO BE DEEDED BY
SEPARATE INSTRUMENT
(LIBRARY PARCEL)

10' IRRIGATION
EASEMENT PER
10530 O.R. 318
TO BE VACATED

10' IRRIGATION
EASEMENT PER
10530 O.R. 318
TO BE VACATED

FUTURE PARCEL 4
TO BE DEEDED BY
SEPARATE INSTRUMENT

FUTURE PARCEL 2
TO BE DEEDED BY
SEPARATE INSTRUMENT

LANDS OF EBMUD
7 O.R. 426

4195 G 17-19

APPROVED BY THE
CITY OF PLEASANT HILL

MARIO MORENO, RCE 54407
CITY ENGINEER

DATED: _____

OAK PARK BLVD N 79°25'56" W 222.42'

60' PUBLIC RIGHT OF WAY

33 M 25

ECCLESTON AVENUE

SCALE: 1" = 100'



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Transfer Parcels\RECORD\MLH\QC-MDUSD-to-CCC-WLE-PLAT.dwg

EXHIBIT "A"



1646 N. CALIFORNIA BLVD
SUITE 400
WALNUT CREEK, CA 94596
925-940-2200
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY IRRIGATION
EASEMENT DESCRIPTION (MDUSD TO CCC)

Job No. 20155138-14
By MLH Date 05/06/20 Chkd. PAK
SHEET 2 OF 2