

EXHIBIT C

RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:  
[Public Agency]  
[Address]

SPACE ABOVE THIS LINE FOR RECORDERS' USE

APN:

District Site: Diablo View Middle School  
300 Diablo View Lane  
Clayton, CA 94517

**EASEMENT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MT. DIABLO UNIFIED SCHOOL DISTRICT, a California public school district ("District"), hereby grants to The City of Clayton, [public agency] organized under the laws of the State of California ("Grantee"),

A non-exclusive easement for installation and operational purposes and incidents thereto under, upon, over and across the land in the City of Clayton, County of Contra Costa, State of California, described as follows:

See Exhibits "A," and "B" attached hereto and made a part hereof ("Easement"),

subject to the terms and conditions indicated below:

1. Grantee, at no expense to District, shall obtain from all agencies or authorities with jurisdiction any and all required permits, inspections, or similar approvals that may be required for any and all activities Grantee conducts on the Easement, including construction of roadway and drainage improvements.
2. Grantee, in the use, upkeep, and maintenance of the Easement, shall conform to all pertinent laws, ordinances, rules and regulations.
3. Grantee, at no expense to District, shall maintain in good and safe condition the Easement and the facilities and improvements installed by Grantee within the Easement. [Grantee shall notify the District Department of Maintenance at least twenty-four (24) hours in advance if maintenance activity necessitates access across District property.]
4. Grantee shall not sell, convey, assign, or transfer the Easement to any other entity or person, without the written consent of the District.

EXHIBIT C

5. District may terminate the Easement immediately upon written notice after any of the following events: any violation by Grantee of any law, rule, regulation or ordinance, including District rules and regulations that are pertinent to the construction, operation, maintenance and repair of the Easement. The Easement shall automatically and immediately terminate when and if Grantee no longer uses or maintains the Easement. Upon termination of the Easement, Grantee shall cease all use of the Easement and shall immediately reconvey the Easement to District by execution of a quitclaim deed to District.

6. To the fullest extent permitted by California law, Grantee shall defend, indemnify, and hold harmless District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (indemnified parties) from any and all demands, losses, liabilities, claims, suits, and actions (claims) of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the District's dedication of the Easement to Grantee, or from any activity, work, or thing done, permitted, or suffered by Grantee in conjunction with the Easement, except to the extent the claims are caused by the sole negligence or willful misconduct of the indemnified parties. District shall have the right to accept or reject any legal counsel that Grantee proposes to defend District.

Dated: \_\_\_\_\_, 2011.

**MT. DIABLO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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## ACKNOWLEDGMENT

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**

Description of the Premises

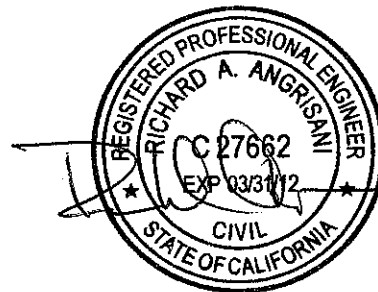
**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**"PUBLIC ACCESS & UTILITY EASEMENT"**  
**APN: a portion of 118-520-013**

All that real property situated in the City of Clayton, County of Contra Costa, State of California, described as follows:

A portion of Parcel B as shown on that certain map entitled "Parcel Map MS-376-92", filed in Book 162 of Parcel Maps, at Page 49, in the Office of the Recorder of Contra Costa County, more particularly described as follows:

Beginning at the southwesterly corner of Parcel B as shown on that certain map entitled "Parcel Map MS-376-92", filed August 17, 1993, in Book 162 of Parcel Maps, at Page 49, Contra Costa County Records, said point also being on the easterly right of way line of Marsh Creek Road; thence, leaving said right of way line and along the southerly line of said Parcel B, North 63°33'21" East, 103.00 feet; thence, leaving said southerly line, North 26°26'39" West, 23.00 feet; thence South 63°33'21" West, 102.64 feet, to a point on a non-tangent curve, concave to the east and having a radius of 1240.00 feet, a radial line to said point bears South 64°58'54" West, said point also being on the easterly right of way line of Marsh Creek Road; thence, southeasterly along said right of way line and said curve, through a central angle of 1°03'46", an arc length of 23.00 feet, to the Point of Beginning.

Containing 2,365.7 Square feet, more or less.



**EXHIBIT B**

Description and Drawing of Easement

# EXHIBIT 'B'

## PARCEL B

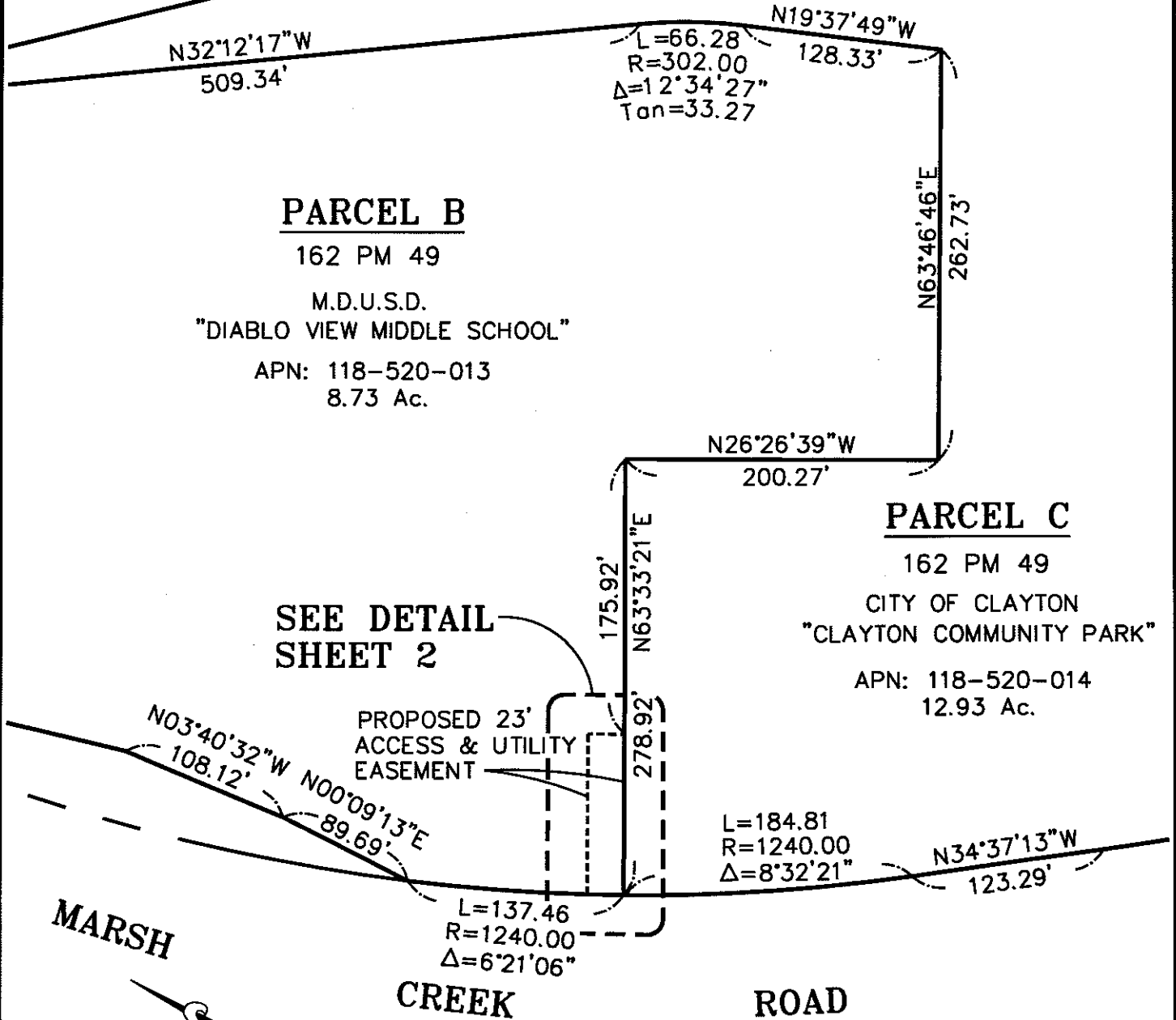
162 PM 49  
M.D.U.S.D.  
"DIABLO VIEW MIDDLE SCHOOL"  
APN: 118-520-013  
8.73 Ac.

## PARCEL C

162 PM 49  
CITY OF CLAYTON  
"CLAYTON COMMUNITY PARK"  
APN: 118-520-014  
12.93 Ac.

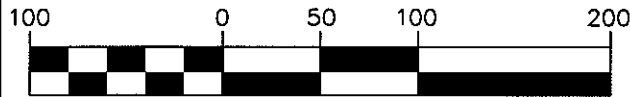
SEE DETAIL  
SHEET 2

PROPOSED 23'  
ACCESS & UTILITY  
EASEMENT



**NOTE:**

ALL BEARINGS AND DISTANCES NOTED ARE RECORD INFORMATION TAKEN FROM 162 PM 49.



( IN FEET )  
1 INCH = 100 FT.



### ACCESS & UTILITY EASEMENT

DATE: 1/4/11

SCALE: 1" = 100'

APPROVED:

CITY ENGINEER

**SHEET  
1 OF 2**

WED, JAN 12, 2011 08:42 A RBJR PLAT-EXHIBIT B SHT 1 OF 2 Z:\C0010448\DWG\PLAT & DESCRIPTION\ACCESS & UTILITY ESMT-GYM LANE.DWG

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**PARCEL B**

162 PM 49

M.D.U.S.D.

"DIABLO VIEW MIDDLE SCHOOL"

APN: 118-520-013

8.73 Ac.

PROPOSED 23'  
ACCESS & UTILITY  
EASEMENT

EXISTING GYM DRIVEWAY

S 63°33'21" W

102.64'

S 64°58'54" W(R)

L=23.00'  
R=1240.00'  
Δ=1°03'46"

175.92'

N26°26'39"W  
23.00'

278.92' (T)

N 63°33'21" E

103.00'

**PARCEL B**

162 PM 49

CITY OF CLAYTON

"CLAYTON COMMUNITY PARK"

APN: 118-520-014

12.93 Ac.

P.O.B.

MARSH

L=137.46'  
R=1240.00'  
Δ=6°21'06"

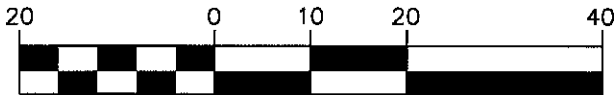
CREEK

L=184.81'  
R=1240.00'  
Δ=8°32'21"

ROAD

NOTE:

ALL BEARINGS AND DISTANCES  
NOTED ARE RECORD INFORMATION  
TAKEN FROM 162 PM 49.



( IN FEET )  
1 INCH = 20 FT.



**ACCESS & UTILITY EASEMENT**

DATE: 1/4/11

SCALE: 1" = 20'

APPROVED:

CITY ENGINEER

**SHEET  
2 OF 2**