

**MT. DIABLO UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

**Resolution No. 09/10-17**

**RESOLUTION OF DEDICATION OF EASEMENT  
SEQUOIA MIDDLE SCHOOL AND LOMA VISTA ADULT CENTER**

**WHEREAS**, section 17556 of the Education Code authorizes the Mt. Diablo Unified School District (“District”) to dedicate or convey an easement to any public entity or public utility, with or without consideration and without a vote of the electors of the District; and

**WHEREAS**, the Contra Costa Water District, a corporation (“Grantee”), has requested that the District, a California public school district, dedicate to it a non-exclusive, permanent and non-assignable easement for the use of certain real property more specifically described in Exhibits A and B attached (“Easement”), for the following purposes:

Install a new 4” water meter and backflow prevention device, and

**WHEREAS**, the proposed easement will provide benefit to the District; and

**WHEREAS**, on October 13, 2009, the Board of Trustees of the District (the “Board”) adopted a Resolution of Dedication of an easement to the Grantee as required by section 17557 of the Education Code; and

**WHEREAS**, the notice of the Board’s intent to dedicate an easement of real property to the Grantee was given as required by section 17558 of the Education Code; and

**WHEREAS**, a public hearing was held on October 13, 2009, at 7:30 p.m., at 1936 Carlotta Drive, Concord, CA as required by section 1755 of the Education Code;

**NOW THEREFORE, BE IT RESOLVED** by the Board that the Board finds and determines that:

1. The foregoing recitals are true.
2. Dedication of the Easement described in the deed attached hereto as Exhibit “D” is in the best interest of the District.

**BE IT FURTHER RESOLVED** that the Board authorizes the Superintendent or designee to convey the Easement from the District to the Grantee by the execution and delivery to City or its agent of an easement deed in the form set forth in Exhibit D hereto within fifteen (15) days after adoption of this resolution and to take all other actions necessary to dedicate the Easement and deliver the Deed to the Grantee.

**RESOLUTION NO. 09/10-17**

Page 2

**ADOPTED, SIGNED and APPROVED** on \_\_\_\_\_, 2009

\_\_\_\_\_  
President, Board of Education

I, \_\_\_\_\_, Secretary of the Board of Education of the Mount Diablo Unified School District, do hereby certify that the foregoing Resolution was adopted by the Board of Education of the District by a two-thirds vote or more at a meeting of the Board held on \_\_\_\_\_, 2009 and that it was adopted by the following votes:

\_\_\_\_\_

AYES

\_\_\_\_\_

NOES

\_\_\_\_\_

ABSTAIN

\_\_\_\_\_

ABSENT

\_\_\_\_\_  
Secretary, Board of Education

**EXHIBIT A  
LEGAL DESCRIPTION**

**WATER UTILITY EASEMENT**

The land referred to herein is situated in the City of Pleasant Hill, County of Contra Costa, State of California, described as a parcel of land in the deed to Mt. Diablo Unified School District (MDUSD), recorded on April 14, 1950 in Book 1537 of Official Records at Page 352, more particularly described as follows:

Commencing on the westerly line of said MDUSD parcel on the northerly line of Boyd Road; thence along said northerly line North 89° 35' 00" East 5.00 feet to the POINT OF BEGINNING; thence (L1) North 00° 25' 00" West 5.00 feet; thence (L2) North 89° 35' 00" East 10.00 feet; thence (L3) South 00° 25' 00" East 5.00 feet; thence (L4) South 89° 35' 00" West 10.00 feet to the POINT OF BEGINNING.

CONTAINING: 50 square feet, more or less.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.



PARCEL B  
55 PM II

N 89°35'00" E  
5.00'  
P.O.C.  
P.O.B.  
(L1)  
(L4) (L2)

S 00°27'00" E

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N 00°27'00" W	5.00'
L2	N 89°35'00" E	10.00'
L3	S 00°27'00" E	5.00'
L4	S 89°35'00" W	10.00'

☉ OF BOYD RD

96.174730  
TO BE  
QUIT CLAIMED

265

MT. DIABLO UNIFIED  
SCHOOL DISTRICT  
1537 OR 352

S 00°27'00" E

# EXHIBIT "B"



DRAWING:

**EXHIBIT B  
EASEMENT PLAT  
SEQUOIA MIDDLE SCHOOL**

ASSESSOR'S BK  
150

PROJ. NO.  
108113

DRAWN BY  
RML/RP

CAL. GRID SHT.  
1548-528

EXHIBIT "B"

SCALE: 1"=20'

SHEET 1

DWG NO:

REV:

CAD FILE: EXHIBIT B.DWG

DATE: 6/09/09

OF 1

# EASEMENT AGREEMENT

THIS AGREEMENT AND GRANT OF EASEMENT is made by and between

---

hereinafter called "the Grantor", and CONTRA COSTA WATER DISTRICT, a local governmental agency of the State of California, hereinafter called "the District".

1. For valuable consideration, the Grantor hereby grants to the District and the District hereby accepts from the Grantor, a perpetual easement in the real property in the County of Contra Costa, State of California, described on Exhibit A and delineated on Exhibit B attached.

2. The purpose of this easement is to install, operate, maintain, repair and replace water utility materials and equipment, including, without limitation; pipes, valves, meters, meter boxes, fire hydrants, protecting posts, rectifiers, power line poles and guys, air releases, blow-offs, backflow prevention devices and appurtenances.

3. All pipes except risers to meters, fire hydrants or appurtenances shall be installed at least 18 inches below the surface of the ground.

4. The District will backfill all excavations and restore the ground to a condition equal to the condition existing prior to the excavation.

5. The Grantor will not permit any structure to be placed on the easement or the access thereto which will prevent vehicles and equipment from operating anywhere within the easement.

IN WITNESS WHEREOF, the Grantor and the District executed this agreement and grant of  
easement on

\_\_\_\_\_, 20\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Company, Corporation, Individual

\_\_\_\_\_  
"Grantor"

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
"Grantor"

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
CONTRA COSTA WATER DISTRICT

By \_\_\_\_\_

\_\_\_\_\_  
"District"  
Stephen J. Welch, Assistant General Manager

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the foregoing instrument to Contra Costa Water District, a local governmental agency, is hereby accepted by the undersigned officer on behalf of the Board of Directors of the District pursuant to authority conferred by the Board's Resolution No. 93-29 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Stephen J. Welch, Assistant General Manager

EXHIBIT D

RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:

[Public Agency]  
[Address]

SPACE ABOVE THIS LINE FOR RECORDERS' USE

APN:

District Site:

*Sequoia Middle School  
265 Boyd Road  
Pleasant Hill, CA 94523*

**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 Contra Costa Water District, [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 Pleasant Hill~~ County of Contra Costa, State of California, described as follows:

See Exhibits "A," "B" and "C" 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.

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: \_\_\_\_\_, 200\_\_.

**MT. DIABLO UNIFIED SCHOOL DISTRICT**

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

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

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

---

STATE OF CALIFORNIA,  
COUNTY OF \_\_\_\_\_

Subscribed before me, the undersigned, a Notary Public in and for

said State, by \_\_\_\_\_ personally  
appeared \_\_\_\_\_

personally known to me (or 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 on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Apply official notarial seal)



**EXHIBIT A  
LEGAL DESCRIPTION**

**WATER UTILITY EASEMENT**

The land referred to herein is situated in the City of Pleasant Hill, County of Contra Costa, State of California, described as a parcel of land in the deed to Mt. Diablo Unified School District (MDUSD), recorded on April 14, 1950 in Book 1537 of Official Records at Page 352, more particularly described as follows:

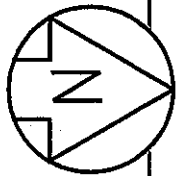
Commencing on the westerly line of said MDUSD parcel on the northerly line of Boyd Road; thence along said northerly line North  $89^{\circ} 35' 00''$  East 5.00 feet to the POINT OF BEGINNING; thence (L1) North  $00^{\circ} 25' 00''$  West 5.00 feet; thence (L2) North  $89^{\circ} 35' 00''$  East 10.00 feet; thence (L3) South  $00^{\circ} 25' 00''$  East 5.00 feet; thence (L4) South  $89^{\circ} 35' 00''$  West 10.00 feet to the POINT OF BEGINNING.

CONTAINING: 50 square feet, more or less.

**END DESCRIPTION**

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.





PARCEL B  
55 PM II

N 89°35'00" E  
5.00'

S 00°27'00" E

P.O.B.

P.O.C.

(L1)  
(L4) (L2)

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N 00°27'00" W	5.00'
L2	N 89°35'00" E	10.00'
L3	S 00°27'00" E	5.00'
L4	S 89°35'00" W	10.00'

☉ OF BOYD RD

96.174730  
TO BE  
QUICCLAIMED

30'

30'

30'

60'

265

MT. DIABLO UNIFIED  
SCHOOL DISTRICT  
1537 OR 352

S 00°27'00" E

# EXHIBIT "B"



DRAWING:  
**EXHIBIT B  
EASEMENT PLAT  
SEQUOIA MIDDLE SCHOOL**

EXHIBIT "B"      SCALE: 1"=20'

CAD FILE: EXHIBIT B.DWG      DATE: 6/09/09

ASSESSOR'S BK 150	PROJ. NO. 108113
DRAWN BY RML/RP	CAL. GRID SHT. 1548-528
SHEET 1 OF 1	DWG NO: REV:

# EASEMENT AGREEMENT

THIS AGREEMENT AND GRANT OF EASEMENT is made by and between

---

hereinafter called "the Grantor", and CONTRA COSTA WATER DISTRICT, a local governmental agency of the State of California, hereinafter called "the District".

1. For valuable consideration, the Grantor hereby grants to the District and the District hereby accepts from the Grantor, a perpetual easement in the real property in the County of Contra Costa, State of California, described on Exhibit A and delineated on Exhibit B attached.

2. The purpose of this easement is to install, operate, maintain, repair and replace water utility materials and equipment, including, without limitation; pipes, valves, meters, meter boxes, fire hydrants, protecting posts, rectifiers, power line poles and guys, air releases, blow-offs, backflow prevention devices and appurtenances.

3. All pipes except risers to meters, fire hydrants or appurtenances shall be installed at least 18 inches below the surface of the ground.

4. The District will backfill all excavations and restore the ground to a condition equal to the condition existing prior to the excavation.

5. The Grantor will not permit any structure to be placed on the easement or the access thereto which will prevent vehicles and equipment from operating anywhere within the easement.

IN WITNESS WHEREOF, the Grantor and the District executed this agreement and grant of easement on

\_\_\_\_\_, 20\_\_\_\_.  
Date

\_\_\_\_\_  
Print Name of Company, Corporation, Individual

\_\_\_\_\_  
"Grantor"

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
"Grantor"

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
CONTRA COSTA WATER DISTRICT

By \_\_\_\_\_

\_\_\_\_\_  
"District"  
Stephen J. Welch, Assistant General Manager

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the foregoing instrument to Contra Costa Water District, a local governmental agency, is hereby accepted by the undersigned officer on behalf of the Board of Directors of the District pursuant to authority conferred by the Board's Resolution No. 93-29 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Stephen J. Welch, Assistant General Manager

**EXHIBIT A  
LEGAL DESCRIPTION**

**WATER UTILITY EASEMENT**

The land referred to herein is situated in the State of California, County of Contra Costa, City of Concord, being a portion of Lot 18 as delineated on "Amended Map Showing Subdivision of Lands in the Estates of Francisco Galindo," being a portion of the Rancho Monte Del Diablo, filed September 17, 1902 in Book "F" of Maps, page 128, adjoining the southerly boundary of Crawford Village, recorded December 18, 1946, Book 32 of Maps, at Page 17, being described as follows:

COMMENCING at the southeasterly most corner of said Crawford Village subdivision (32 M 17); thence from said point along the westerly boundary of said subdivision, North 70°31'14" West, 100.00 feet, to the POINT OF BEGINNING. Thence (1) South 19°28'46" West, 20.00 feet; thence (2) North 70°31'14" West, 70.00 feet; thence North (3) 19°28'46" East, 20.00; thence (4) South 70°31'14" East, 70.00 feet to the POINT OF BEGINNING.

CONTAINING: 1400 Sq. Ft. more or less.

SUBJECT TO: All covenants, rights, rights-of-way and easements of records.

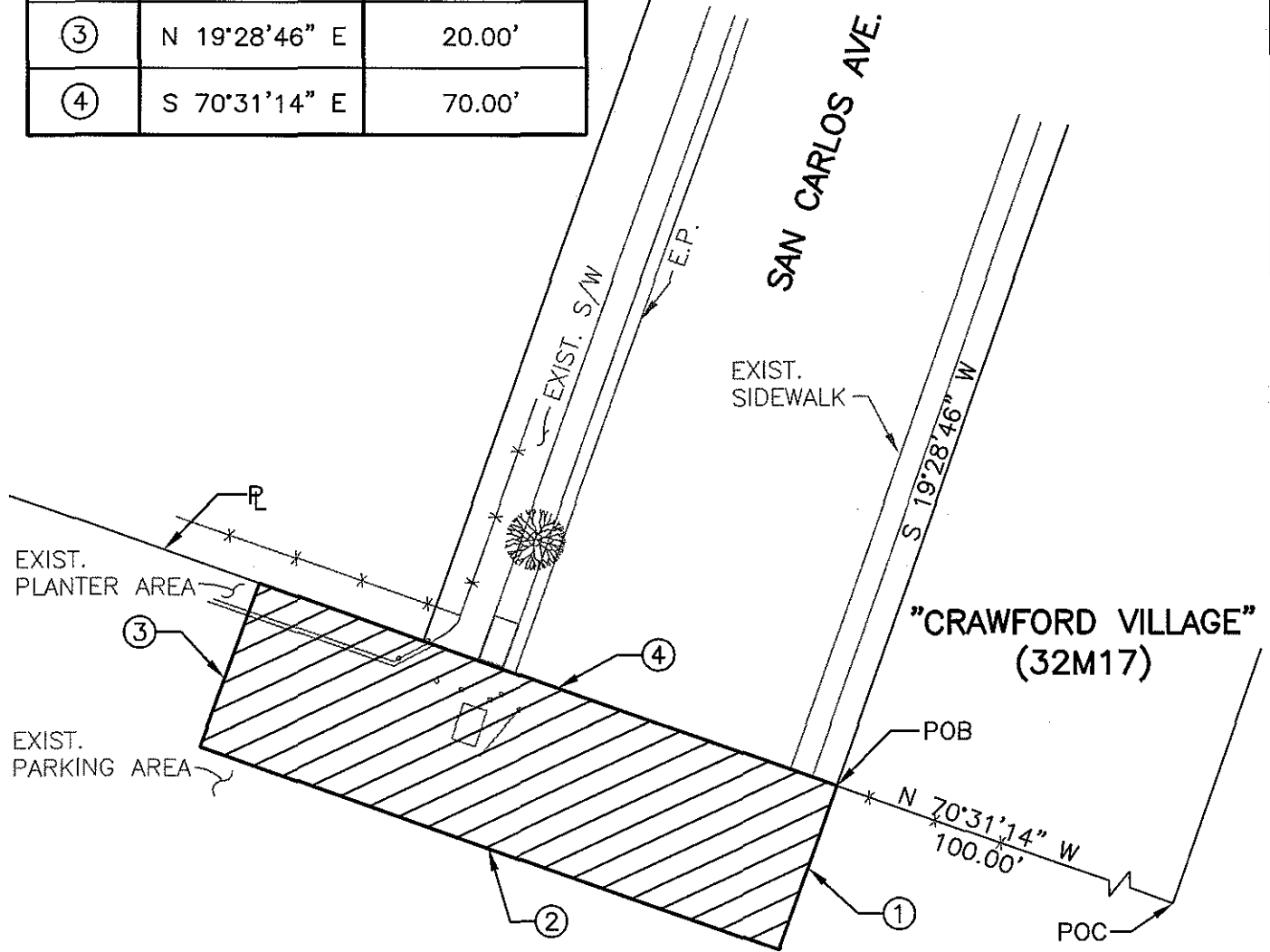
BASIS OF BEARING: The basis of bearing for this description is the south line of said Lot 18, per said Crawford Village map (32 M 17).

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.



LINE TABLE		
	BEARING	DISTANCE
①	S 19°28'46" W	20.00'
②	N 70°31'14" W	70.00'
③	N 19°28'46" E	20.00'
④	S 70°31'14" E	70.00'



1250

# EXHIBIT "B"



DRAWING:  
**4" COMPOUND METER W/ RPBPD**  
**1250 SAN CARLOS AVE.**  
**LOMA VISTA ADULT ED. CTR.**

ASSESSOR'S BK 105	PROJ. NO. 105112
DRAWN BY HN	CAL. GRID SHT. 1560/538

EXHIBIT "B"	SCALE: 1"=20'	SHEET 1	DWG NO:	REV:
CAD FILE: EXHIBIT-B.DWG	DATE: 6/1/09	OF 1		

# EASEMENT AGREEMENT

THIS AGREEMENT AND GRANT OF EASEMENT is made by and between

Mount Diablo Unified School District

hereinafter called "the Grantor", and CONTRA COSTA WATER DISTRICT, a local governmental agency of the State of California, hereinafter called "the District".

1. For valuable consideration, the Grantor hereby grants to the District and the District hereby accepts from the Grantor, a perpetual easement in the real property in the County of Contra Costa, State of California, described on Exhibit A and delineated on Exhibit B attached.

2. The purpose of this easement is to install, operate, maintain, repair and replace water utility materials and equipment, including, without limitation; pipes, valves, meters, meter boxes, fire hydrants, protecting posts, rectifiers, power line poles and guys, air releases, blow-offs, backflow prevention devices and appurtenances.

3. All pipes except risers to meters, fire hydrants or appurtenances shall be installed at least 18 inches below the surface of the ground.

4. The District will backfill all excavations and restore the ground to a condition equal to the condition existing prior to the excavation.

5. The Grantor will not permit any structure to be placed on the easement or the access thereto which will prevent vehicles and equipment from operating anywhere within the easement.

IN WITNESS WHEREOF, the Grantor and the District executed this agreement and grant of  
easement on

\_\_\_\_\_, 20\_\_\_\_.  
Date

Mount Diablo Unified School District  
Print Name of Company, Corporation, Individual

\_\_\_\_\_  
"Grantor"  
\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
"Grantor"  
\_\_\_\_\_  
Print or Type Name

CONTRA COSTA WATER DISTRICT

By \_\_\_\_\_  
"District"  
Stephen J. Welch, Assistant General Manager

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the foregoing instrument to Contra Costa Water District, a local governmental agency, is hereby accepted by the undersigned officer on behalf of the Board of Directors of the District pursuant to authority conferred by the Board's Resolution No. 93-29 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Stephen J. Welch, Assistant General Manager



EXHIBIT D

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

SPACE ABOVE THIS LINE FOR RECORDERS' USE

APN:

District Site:

Loma Vista Adult Center  
1266 San Carlos Avenue  
Concord, CA 94518

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 Contra Costa Water District, [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 Concord, County of Contra Costa, State of California, described as follows:

See Exhibits "A," "B" and "C" 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.]
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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: \_\_\_\_\_, 200\_\_.

**MT. DIABLO UNIFIED SCHOOL DISTRICT**

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

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

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

---

STATE OF CALIFORNIA,

COUNTY OF \_\_\_\_\_

Subscribed before me, the undersigned, a Notary Public in and for

said State, by \_\_\_\_\_ personally  
appeared \_\_\_\_\_

personally known to me (or 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 on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Apply official notarial seal)

**EXHIBIT A  
LEGAL DESCRIPTION**

**WATER UTILITY EASEMENT**

The land referred to herein is situated in the State of California, County of Contra Costa, City of Concord, being a portion of Lot 18 as delineated on "Amended Map Showing Subdivision of Lands in the Estates of Francisco Galindo," being a portion of the Rancho Monte Del Diablo, filed September 17, 1902 in Book "F" of Maps, page 128, adjoining the southerly boundary of Crawford Village, recorded December 18, 1946, Book 32 of Maps, at Page 17, being described as follows:

COMMENCING at the southeasterly most corner of said Crawford Village subdivision (32 M 17); thence from said point along the westerly boundary of said subdivision, North  $70^{\circ}31'14''$  West, 100.00 feet, to the POINT OF BEGINNING. Thence (1) South  $19^{\circ}28'46''$  West, 20.00 feet; thence (2) North  $70^{\circ}31'14''$  West, 70.00 feet; thence North (3)  $19^{\circ}28'46''$  East, 20.00; thence (4) South  $70^{\circ}31'14''$  East, 70.00 feet to the POINT OF BEGINNING.

CONTAINING: 1400 Sq. Ft. more or less.

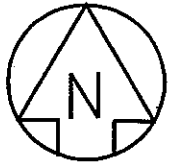
SUBJECT TO: All covenants, rights, rights-of-way and easements of records.

BASIS OF BEARING: The basis of bearing for this description is the south line of said Lot 18, per said Crawford Village map (32 M 17).

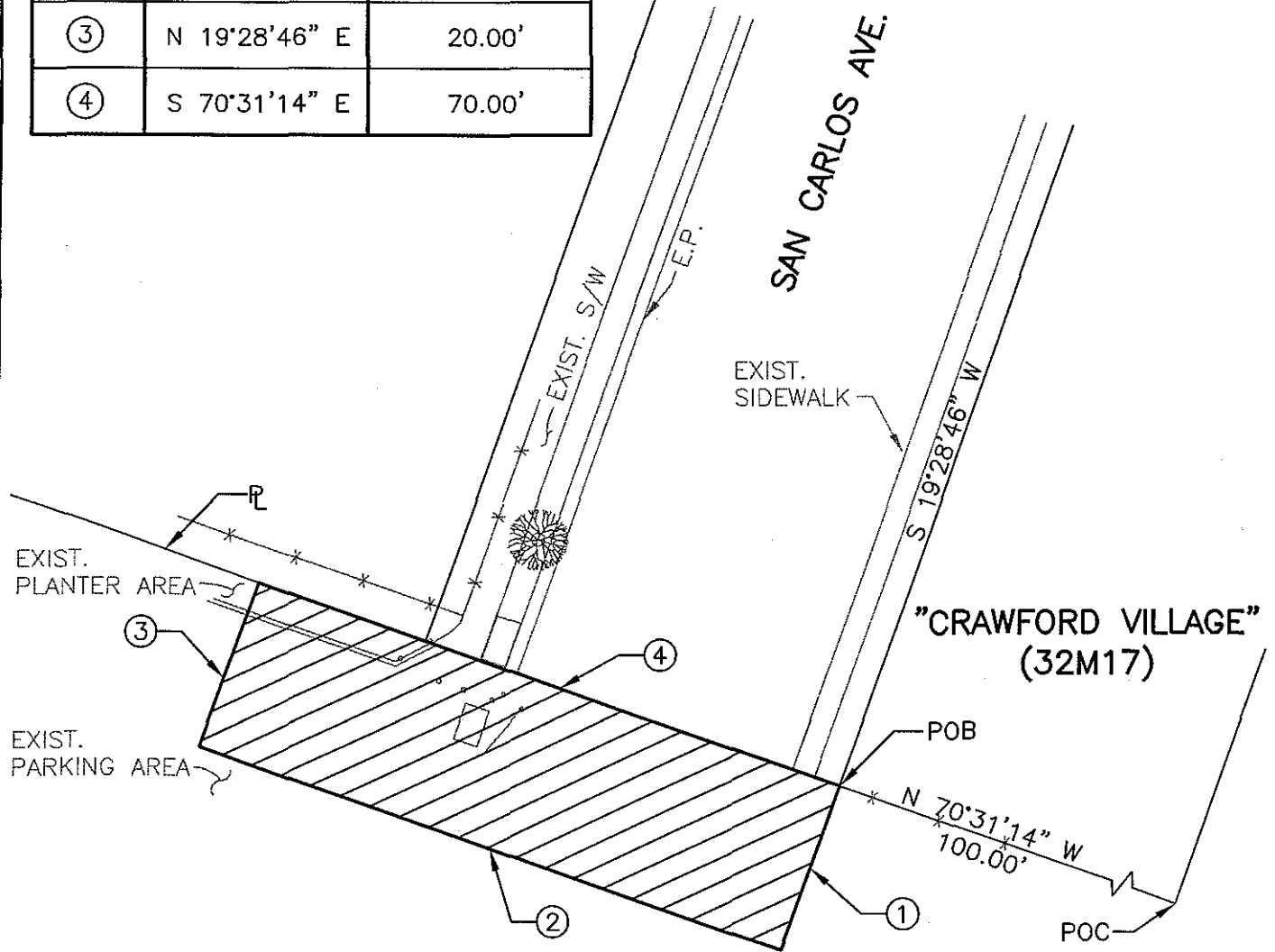
END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.





LINE TABLE		
	BEARING	DISTANCE
①	S 19°28'46" W	20.00'
②	N 70°31'14" W	70.00'
③	N 19°28'46" E	20.00'
④	S 70°31'14" E	70.00'



1250

# EXHIBIT "B"

	DRAWING: 4" COMPOUND METER W/ RBPDP 1250 SAN CARLOS AVE. LOMA VISTA ADULT ED. CTR.		ASSESSOR'S BK 105	PROJ. NO. 105112
	EXHIBIT "B"		DRAWN BY HN	CAL. GRID SHT. 1560/538
CAD FILE: EXHIBIT-B.DWG		SCALE: 1"=20'	SHEET 1 OF 1	DWG NO: REV:
		DATE: 6/1/09		

# EASEMENT AGREEMENT

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Mount Diablo Unified School District

hereinafter called "the Grantor", and CONTRA COSTA WATER DISTRICT, a local governmental agency of the State of California, hereinafter called "the District".

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5. The Grantor will not permit any structure to be placed on the easement or the access thereto which will prevent vehicles and equipment from operating anywhere within the easement.

IN WITNESS WHEREOF, the Grantor and the District executed this agreement and grant of  
easement on

\_\_\_\_\_, 20\_\_\_\_.  
Date

Mount Diablo Unified School District  
Print Name of Company, Corporation, Individual

\_\_\_\_\_  
"Grantor"  
\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
"Grantor"  
\_\_\_\_\_  
Print or Type Name

CONTRA COSTA WATER DISTRICT

By \_\_\_\_\_  
"District"  
Stephen J. Welch, Assistant General Manager

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the foregoing instrument to Contra Costa Water District, a local governmental agency, is hereby accepted by the undersigned officer on behalf of the Board of Directors of the District pursuant to authority conferred by the Board's Resolution No. 93-29 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Stephen J. Welch, Assistant General Manager