

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: _____

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

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.

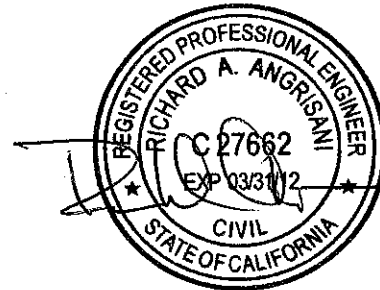


EXHIBIT B

Description and Drawing of Easement

EXHIBIT 'B'

N32°12'17"W
509.34'

N19°37'49"W
L=66.28
R=302.00
Δ=12°34'27"
Tan=33.27
128.33'

N63°46'46"E
262.73'

PARCEL B

162 PM 49

M.D.U.S.D.
"DIABLO VIEW MIDDLE SCHOOL"

APN: 118-520-013
8.73 Ac.

N26°26'39"W
200.27'

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

N03°40'32"W 108.12'
N00°09'13"E 89.69'

175.92'
N63°33'21"E

278.92'

L=184.81
R=1240.00
Δ=8°32'21"

N34°37'13"W
123.29'

L=137.46
R=1240.00
Δ=6°21'06"

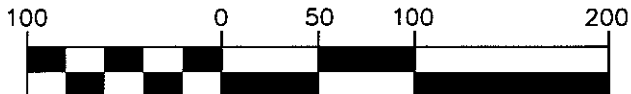
MARSH

CREEK

ROAD

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

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

N26°26'39"W
23.00'

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'

278.92' (T)

103.00'

N 63°33'21" E

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