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DEC 24 1975 124157 BOOK 7721 PG 168

AFTER RECORDING RETURN TO:
LAURENCE CURTOLA, ET AL
1065 Osho Rios
Danville, California

...of
... Grant Company
AT 9 o'clock A M.
Contra Costa County Records 95-242280
... Recorder DEC 24 1975
County Recorder
LEASEee $10.00

1. DATE AND NAME OF THE PARTIES: This Lease, executed in triplicate is made this 21st day of August, 1975, at Diablo, California, by and between the Diablo Community Service District, its successors and assigns, as LESSEE; and Lawrence Curtola and Robert Smiley, their successors and assigns, LESSORS.

2. DEMISE, DESCRIPTION, TERM AND RENT: LESSORS hereby leases to LESSEE and LESSEE hereby leases from LESSOR that certain property hereinafter called the "LEASED PROPERTY" situated in Contra Costa County, California and fully described in Exhibits "A" and "E" which are attached hereto and made a part hereof by reference, for a period of fifty-one (51) years commencing August 21, 1975, and terminating July 31, 2026, for the total rent of One Hundred Dollars ($100.00) receipt of which is hereby acknowledged and other valuable and legal consideration, receipt of which is hereby acknowledged.

3. USE: The property described in Exhibit "A" being an eight (8) foot wide path to be used exclusively as a horse and hiking trail, which may, at the option of the LESSEE, link with other trails in the Mount Diablo Area and with roads within Diablo, save and except that nothing outside of this agreement shall in any way infringe upon any other properties owned by LESSORS unless by written agreement between LESSEES and LESSORS or their respective successors or assigns. The LESSEE, its successors or assigns shall have the following rights, powers and obligations:

3.1 The right to impose regulations for the use of said property by ordinance or otherwise so long as said regulations do not conflict with the wording of this agreement.

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3.2 The right to impose criminal sanctions for the violation of any regulation or ordinance.

3.3 The right to limit the use of said property of those persons having a valid permit to use the property.

3.4 The right to charge for the use of said property.

3.5 The obligation to prohibit the use of said property from use by any motor or engine driven vehicle and to take reasonable safeguards to prevent such use.

3.6 The obligation to relieve the LESSOR of the responsibility to construct or maintain the trails, fences, or gates, and for policing their use.

3.7 No portion of said property may be used as set forth in this paragraph until an adequate fence to protect adjacent landowners from trespassers and vandalism has been constructed by the LESSEE between the demised premises and continguous landowners. In the event that the majority of the landowners abutting on the leased property deem the use of the leased premises to be a nuisance, said property owners shall file a written notice with the LESSEE setting forth in detail the alleged nuisance provided, however, the use of the Leased Property as a horse and hiking trail shall not be construed as a "nuisance". The LESSEE shall have a period of thirty (30) days to have each alleged nuisance corrected from the date of said notice to correct the nuisance. In the event a dispute arises over the use of the trail, or the nuisance is not corrected to the satisfaction of the property owners, the matter shall first be submitted to an Arbiter in accordance with the rules of the American Arbitration Association for resolution. If the ruling of the Arbiter is unsatisfactory to the LESSEE, the LESSEE shall have the option to close said trail. If the LESSEE elects the aforementioned option and period of two years said trail has not been reopened, the LESSOR retains the option to sublease from the LESSEE on a year to year basis, in an amount not to exceed the consideration representing the proportionate area of land adjacent to this property, until receipt, at least sixty (60) days in advance of the termination of the sublease, notice that the trail shall be reopened and the subleases terminated,

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at which time LESSEE revert to the rights and obligations otherwise prescribed herein. The LESSORS shall have the option, in case of serious damage to fence or trail, or serious violation of the other terms of this agreement, on written notice to the LESSEE and 10 days having elapsed, to, at his own expense, correct said deficient conditions and make corrections or repairs to the trails or fences or gates, pending resolution of the specific problem and determination of the liability therefor by the Arbiters. In the event of serious violation of paragraph 3.5, or other ordinances, regulations, or laws of the State of California, the Diablo Community Service District hereby agrees to cooperate with the landowner in pursuing appropriate sanctions or relief from the violators; provided, however, the District shall be required to be neither the initiator nor the primary pursuer of either criminal or civil actions.

3.8 No portion of said property may be used until:

3.8 1 LESSEE constructs a fence appropriate to contain horses and cattle between the portion so used and the burdened property.

3.8 2 The LESSEE constructs gates as indicated on Exhibit A.

4. USE: The property described in Exhibit "B" may be improved as an extension of Alameda Diablo. The LESSEE recognizes that said property described in Exhibit "B" has been improved as a road at the expense of LESSOR and that the LESSOR is entitled to a proportionate reimbursement from said other property or owners of said other property if the property described in Exhibit "B" is used as ingress or egress to said other property.

5. RENEWAL: This lease shall be automatically renewed for a like period of time under the same terms and conditions as herein contained unless notice of intent not to renew is given by either party at any time during the fiftieth (50th) year. The lease shall thereafter be renewed for successive fifty-one year periods under the same notice requirements and same terms and conditions as herein contained. In the event this provision for any renewal is void, the parties nevertheless intend that all other provisions of this lease shall be effective and in full force and effect.

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6. ASSIGNMENT: The LESSEE may assign all rights and benefits of this lease to the following only:

6.1 A governmental agency or non profit association who agrees with the LESSEE as consideration for the assignment to maintain Alameda Diablo to the same degree of repair as said street has been maintained by the LESSEE.

6.2 Any governmental agency or non profit association which in fact maintains Alameda Diablo to the same degree of repair as said road has been maintained by Diablo Community Service District.

7. SUCCESSION: In the event that the Diablo Community Service District is dissolved or otherwise ceases to exist, all of the right, title and interest of said Diablo Community Service District to this lease and to the land herein conveyed shall automatically inure to the benefit of any organization described in paragraph 6.1 or 6.2 which are herein called Successors.

8. LIMITATIONS ON USE OF CONTINCUOUS PROPERTY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1469, 1470: The property described in Exhibt "C", which is attached hereto and made a part hereof by reference, is contiguous to the property leased and is owned by the LESSOR.

8.1 LESSOR hereby covenents and agrees to restrict the use of said contiguous property so that no more than fifteen (15) single family residential dwelling units constructed on said contiguous property, will be allowed to use Alameda Diablo for purposes of ingress or egress. In the event more than fifteen (15) single family residential dwelling units are constructed on said contiguous property, and it cannot be determined which fifteen (15) may use Alameda Diablo for purposes of ingress or egress, then such use shall be given to the fifteen (15) units which first obtains a building permit. It is the intent that those dwelling units in excess of fifteen (15) shall be constructed in such a fashion to preclude the use of Alameda Diablo by the residents of such dwelling units for all purposes of ingress and egress to their dwelling units. Nothing in this paragraph shall limit the use of said property except as herein stated.

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8.2 Except for equestrian and hiking traffic on the property described in Exhibit "A", there shall be no thru traffic between Alameda Diablo and any other street, road, thorough-fare or way through the contiguous property.

8.3 LESSOR shall annex all of the land described in Exhibit "C" to the Diablo Community Service District.

9. TAXES: The LESSOR, his heirs, assigns and successors shall pay all property taxes which may accrue on said property while unimproved. The construction of fences, gates, barriers, or leveling and construction of a horse or hiking trail shall not be considered an improvement under this lease.

10. BINDING EFFECT: The owners and LESSORS, and their heirs, assigns and successors are bound by the terms of this lease for the benefit of the demised real property. All benefits of the LESSEE under this lease shall benefit their assigns and successors for the benefit of the demised real property.

11: WARRANTIES: The LESSOR warrants that he is the owner of the property herein demised and has the right and power in law and equity to execute this lease.

12: ENFORCEMENT: This lease may be enforced by an action at law or equity, with all of the remedies therein available including the remedies of specific enforcement.

13: ATTORNEYS FEES: If any action is commenced for the enforcement. The prevailing party shall be entitled to reasonable attorneys fees as fixed by the court.

14: LESSORS, their successors and assigns, shall be held harmless by the Diablo Community Service District, its successors and assigns, as LESSEES, for any claims, lawsuits, or damages resulting from a contention from any source, person, or organization, that there exists a right of way between

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Alameda Diablo and Mt. Diablo Scenic Blvd. over lot number 255.

LESSEE

PAUL J. CORTESE
President
Diablo Community Service District

LESSEES

LAWRENCE CURTOLA

FREDERICKA CURTOLA

ROBERT SMILEY

IRENE SMILEY

STATE OF CALIFORNIA
COUNTY OF Contra Costa } ss.

OFFICIAL SEAL
JACKIE K. PRYOR
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
CONTRA COSTA COUNTY
My Commission Expires April 21, 1978

On this ....28th..... *day of* August ..... *in the year one thousand nine hundred and* ....75..... *before me,* Jackie K. Pryor ....., *a Notary Public, State of California, duly commissioned and sworn, personally appeared* Paul J. Cortese, Lawrence Curtola, Fredericka Curtola, Robert Smiley and Irene Smiley ..... *known to me to be the person* S.. *whose name* S are *subscribed to the within instrument and acknowledged to me that* they *executed the same.*

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the ..... *County of* Contra Costa *the day and year in this certificate first above written.*

Jackie K. Pryor
Notary Public, State of California

My commission expires .....

Cowdery's Form No. 32–Acknowledgement–General (C. C. Sec. 1190a) Printed 12/72

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EXHIBIT "A"

A portion of the East ½ of Section 15 and a portion of the West ½ of the Southwest ¼ of Section 14, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, Contra Costa County, California being a portion of Parcels "A", "B" and "C" as said parcels are shown on the parcel map filed November 3, 1975, 1975 in Book 40 of Parcels Maps, at pages 49,50 & 51, Official Records of Contra Costa County, California, described as follows:

A right of way over a strip of land 8.00 feet in width, the northern and eastern lines of which are 8.00 feet northerly and easterly, at right angles, from the southern and western lines, said southern and western lines being described as follows:

Beginning at the southwest corner of said Parcel "A" being the the southwest corner of the northeast ¼ of said Section 15; thence North 88°10'51" East along the southern line of said Parcels "A" and "B", 1994.11 feet; thence southerly along the western line of said Parcel "C" South 23°02'30" East, 182.59 feet, South 40°43'10" East, 321.40 feet, South 29°29'40" East, 186.16 feet and South 35°12'40" East, 136.96 feet; thence leaving said western line North 44°17'42" East, 4.91 feet to the western line of theproposed 50 foot right of way as shown on said map; thence southerly along the western line of said proposed 50 foot right of way South 37°17'20" East, 264.75 feet, South 12°13'45" East, 92.12 feet, South 38°02'00" East, 470.65 feet and South 21°34'00" East, 300.48 feet to a point on the northern line of Lot 255, as said lot is shown on the map of Mt. Diablo Estate Park Subdivision Unit No. One, filed May 6, 1916, in Book 15 of Maps, at page 301, Official Records of Contra Costa County, said point bears North 86°53'00" East, 1.05 feet from the northwest corner of said Lot 255.

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EXHIBIT "B"

Lease property, being a portion of Parcels B and C as said parcels are shown on the Parcel Map filed November 3, 1975, in Book 40 of Parcel Maps at pages 49, 50 and 51, Official Records of Contra Costa County, California, to be used as an extension of Alameda Diablo.

It is expressly agreed by and between Lessors and Lessees, that said road, being the portion described above, may be modified with the written consent of all parties.

END OF DOCUMENT