

**DIABLO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
SPECIAL MEETING AGENDA¹
DIABLO COUNTRY CLUB FRONT ENTRANCE
THURSDAY, MAY 28, 2026, 6:00 P.M.**

CALL TO ORDER:

President: Matt Cox

ROLL CALL:

Secretary: Bonny

Directors: Cox, Lorenz, Slavonia, Luecht, Bonny

PUBLIC COMMENTS: *Public comments will be taken on any item on this agenda and are limited to 3 minutes per person when speaking in English, and 6 minutes per person when using a translator. Comments by the audience are not intended to result in a dialogue between members of the audience or between the audience and the Board. Please note that under Brown Act regulations, no member of the Board may engage in any discussion, other than a brief comment or request for clarification, of any item raised by any member of the audience unless that item is included as an agenda item.*

1. BOARD/STAFF COMMUNICATION AND ACTIONS

ADMINISTRATIVE: President Cox

- a) Adopt Resolution 2026-03, the “Lease Termination” agreement associated with the August 1975 real property lease agreement between the Diablo Community Services District (Lessee) and 2382 Alameda Diablo (Lessor).

2. CALL OF NEXT MEETING & ADJOURNMENT

The next DCSD Regular Board meeting is scheduled for June 8, 2026, at 6:00 p.m. at Diablo Country Club.

Diablo Community Services District by

Kathy Torru, General Manager

DCSD Board Meetings are accessible to people with disabilities and others who need assistance. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to observe and/or participate in this meeting; or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet, or other writings that may be distributed at the meeting should contact the General Manager at least one working day before the meeting at (925) 683-4956 or generalmanager@diablocsd.org. Notification in advance of the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Public records that relate to any item on the open session agenda are available for public inspection by contacting the General Manager and on the District’s website <http://diablocsd.org>.

¹ Agenda attachments are available on the DCSD’s website (www.diablocsd.org) home page under Agenda.

RESOLUTION NO. 2026-03

**RESOLUTION OF THE DIABLO COMMUNITY SERVICES DISTRICT APPROVING
THE LEASE TERMINATION AGREEMENT FOR 2382 ALAMEDA DIABLO**

WHEREAS, the Diablo Community Services District (“District”) and the predecessors in interest of the property located at 2382 Alameda Diablo, Diablo, CA 94528 (“Property”) entered into a lease agreement in or about August 28, 1975 (“Lease”) that was intended to allow the District to use the Property for a horse or hiking trail, and which included a termination provision that allowed either party to terminate the Lease this year; and

WHEREAS, the current owners of the Property—Steve and Martha Edgren (collectively, “Sellers”)—are in the process of selling the home and a preliminary title report disclosed the Lease, after which time the buyer requested that the Lease be removed from title; and

WHEREAS, to facilitate the sale of the Property, the District and Seller have agreed to terminate the Lease by way of the Termination of Memorandum and Lease (“Termination Agreement”) attached to this Resolution as **Attachment 1**.

NOW THEREFORE BE IT RESOLVED, that the District Board of Directors (“Board”): (i) approves the Termination Agreement; (ii) and delegates authority to the General Manager to take all necessary steps to finalize the Termination Agreement, including, without limitation, to make non-material revisions in consultation with the General Counsel, signing, and notarizing the Termination Agreement.

Effective Date. This Resolution shall take effect on and after its adoption.

* * * * *

THE FOREGOING RESOLUTION WAS ADOPTED at a special meeting of the Board of Directors of the Diablo Community Services District on the 28th day of May 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Cox, President

Attest:

Alan Bonny, Secretary

ATTACHMENT 1

TERMINATION AGREEMENT

Begins on the Following Page

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Steve and Martha Edgren
2382 Alameda Diablo
Diablo, CA 94528

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): 194-080-020

The Undersigned Grantor(s) Declare(s):

No transfer tax due pursuant to Rev. & Tax Code Section 11911: Less than \$100 consideration paid.

DOCUMENTARY TRANSFER TAX: \$ ____

CITY TRANSFER TAX \$ ____

SURVEY MONUMENT FEE \$ ____

computed on the consideration or full value of property conveyed, OR

computed on the consideration or full value less value and/or encumbrances remaining at time of sale,

unincorporated area

TERMINATION OF MEMORANDUM AND LEASE

This Termination of Memorandum and Lease (the “**Termination**”) is entered into effective as of May 26, 2026 (the “**Effective Date**”), by Steve and Martha Edgren, Trustees of the Edgren 1998 Trust dated March 12, 1998 (“**Lessor**”), and Diablo Community Services District, a political subdivision of the State of California (“**Lessee**”). Lessor and Lessee are hereinafter collectively referred to as the “**Parties.**”

RECITALS

A. The Parties are the current parties with respect to that certain Lease dated as of August 28, 1975 (the “**Lease**”), a copy of which was recorded in the Official Records of Contra Costa County, California (the “**Official Records**”) as of December 24, 1975, Book 7721, Page 168 (the “**Memorandum**”).

B. The Lease affects the real property described in Exhibit A attached hereto.

C. Lessor has exercised its right to elect not to renew the Lease by providing written notice of such non-renewal to Lessee, which notice Lessee acknowledges by its execution of this Termination and hereby accepts. The Parties now desire to terminate the Lease and release the Memorandum, both of which shall be of no further force or effect.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. Recitals. The foregoing Recitals are hereby acknowledged by the parties as true and incorporated herein by this reference.
2. Termination of Lease and Memorandum. By this instrument dated as of the Effective Date, for valuable consideration, the undersigned parties do hereby terminate that certain Lease and Memorandum thereof recorded as of December 24, 1975, Book 7721, Page 168 of Official Records, with respect to the real property described in Exhibit A attached. Lessee hereby releases Lessor from any and all obligations under the Lease, and Lessor hereby releases Lessee from any and all obligations under the Lease. The Memorandum is terminated and of no further force or effect. Nothing herein regarding this termination shall impact the Lessee's ability to enter upon and maintain the roads on the real property described in Exhibit A, consistent with applicable law.
3. Counterparts. This Termination may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Termination of Memorandum of Lease as of the Effective Date.

GRANTOR/LESSEE:

Diablo Community Services District
a political subdivision of the State of California

By: _____

Its: _____

GRANTEE/LESSOR:

Steve Edgren, Trustee of the Edgren 1998 Trust dated March 12, 1998

GRANTEE/LESSOR:

Martha Edgren, Trustee of the Edgren 1998 Trust dated March 12, 1998

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, 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

The Premises

Real property in the unincorporated area of the County of Contra Costa, State of California, described as follows:

Parcel One:

Parcel A, as shown on the Minor Subdivision 285-78, County of Contra Costa, State of California, filed July 25, 1979, [Book 79 of Parcel Maps, Page 16](#), Contra Costa County Records.

Parcel Two:

A right of way (not to be exclusive) as an appurtenance to Parcel One above, for use as a roadway for vehicles of all kinds, pedestrians and animals, for water, gas, oil and sewer pipe lines and for telephone, television services, electric light and power lines over, under and upon those portions of Parcels B, C and D, as shown on the Parcel Map filed July 25, 1979, [Book 79 of Parcel Maps, Page 16](#), lying within the area designated as "Ex'ting 50' r/w (8848 OR 211)".

Parcel Three:

A right of way (not to be exclusive) as an appurtenance to Parcel One above, for use as a roadway for vehicles of all kinds, pedestrians and animals, for water, gas, oil and sewer pipe lines and for telephone, television services, electric light and power lines over, under and upon that portion of Parcel A, as shown on the Parcel Map, filed January 25, 1978, [Book 62 of Parcel Maps, Page 40](#), lying within the area designated as "Proposed 50' r/w".

Parcel Four:

Right of way as granted in the deed to Theodore J. Alper, et ux, recorded July 15, 1981, [Book 10406, Page 808](#), as follows:

A right of way (not to be exclusive) as an appurtenance to Parcel A of Minor Subdivision 285-78, filed July 25, 1979, in [Book 79 of Parcel Maps, Page 16](#), Contra Costa County Records, for use as a roadway for vehicles of all kinds, pedestrians and animals, for water, gas, oil and sewer pipe lines, and for telephone, electric light and power lines, together with the necessary poles or conduits to carry said lines over those portions of Parcels A, B and D, lying within the "Proposed 50' right of way", as shown on the Map of MS 154-76, filed August 23, 1977, in [Book 57, of Parcel Maps, Page 17](#), Contra Costa County Records.

[APN: 194-080-020](#)