

## **EASEMENT EXCHANGE AGREEMENT**

**THIS EASEMENT EXCHANGE AGREEMENT** (hereinafter referred to as the "Agreement") is entered into by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California (hereinafter referred to as the "COUNTY"), the FAIR OAKS SEWER MAINTENANCE DISTRICT, a special district governed by the COUNTY OF SAN MATEO (hereinafter the "DISTRICT"), and PATRICK J. MCGOVERN AND RAQUEL G. MCGOVERN, AS TRUSTEES OF THE MCGOVERN FAMILY TRUST DATED MAY 3, 2012, (hereinafter collectively referred to as the "OWNER") with reference to the following:

**WHEREAS**, OWNER is the owner of Assessor's Parcel Numbers 069-225-210 and 069-225-200, also known as 465 Eleanor Drive, in the incorporated Town of Woodside, San Mateo County, California (hereinafter the "Property"); and

**WHEREAS**, COUNTY is the owner of an existing sanitary sewer easement encumbering the Property that is intended to be abandoned (hereinafter referred to as the "Prior Easement"), which easement is described and shown on Attachment 1 attached hereto and incorporated herein by reference; and

**WHEREAS**, OWNER has requested, and COUNTY and DISTRICT desire, to exchange the Prior Easement for a new sanitary sewer easement vested in DISTRICT encumbering the Property, which easement (hereinafter referred to as the "New Easement") is described and shown on Attachment 2 attached hereto and incorporated herein by reference; and

**WHEREAS**, California Government Code section 25365(b) authorizes the COUNTY to exchange real property of equal value where the real property to be exchanged is not needed for COUNTY use and the property to be acquired is required for COUNTY use, provided that such exchange is approved by four-fifths (4/5) vote of the COUNTY's Board of Supervisors; and

**WHEREAS**, the Prior Easement is no longer required for COUNTY or DISTRICT use and the New Easement is required for COUNTY and DISTRICT use, and the Prior Easement and the New Easement are of equal value; and

**WHEREAS**, OWNER will convey the New Easement to DISTRICT and in exchange the entirety of the COUNTY's Prior Easement will be quitclaimed to OWNER by COUNTY.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **EXCHANGE OF PROPERTY INTERESTS:** COUNTY, DISTRICT, and OWNER have determined that the property interests to be exchanged according to the terms and conditions herein are of equal value and that no financial consideration shall be provided by either party, and that the transfer of interests described herein shall constitute consideration for this Agreement. Subject to the terms and conditions contained in this Agreement, COUNTY agrees to transfer to OWNER, and OWNER agrees to transfer to DISTRICT, ownership of the described property interests, subject to the following:

OWNER hereby agrees to convey to DISTRICT the permanent New Easement by Easement Deed (hereinafter the "Easement Deed") in a form substantially similar to Attachment 3 attached hereto and incorporated herein by reference.

In return, COUNTY hereby agrees to relinquish the Prior Easement to OWNER by Quitclaim Deed (hereinafter the "Quitclaim Deed") in a form substantially similar to Attachment 4 attached hereto and incorporated herein by reference.

This Agreement is subject to approval by COUNTY'S Board of Supervisors and DISTRICT'S Board of Directors, which is an express condition precedent to COUNTY's and DISTRICT's duty to perform.

2. **OWNER OBLIGATIONS AND SUBORDINATION:**

(a) Upon OWNER'S execution of this Agreement and execution and acknowledgement of the Easement Deed, OWNER shall deliver such documents to COUNTY for execution of the Agreement and acceptance of the Easement Deed.

(b) OWNER shall obtain subordination of any lien, debt or deed of trust encumbering the Property to DISTRICT'S New Easement. Such subordination shall be recorded simultaneously with the Easement Deed for the New Easement.

3. **COUNTY OBLIGATIONS:** Within ten (10) business days following execution of this Agreement by COUNTY, COUNTY shall deliver the fully-executed Agreement, the Easement Deed with signed Certificate of Acceptance, and the signed and acknowledged Quitclaim Deed to the Escrow Holder.

4. **ESCROW AND FEES:**

(a) Escrow shall be opened with Senior Escrow Officer Susan Goulet at Old Republic Title Company, 361 Lytton Avenue, Suite 100, Palo Alto, CA 94301,

("Escrow Holder"), with escrow instructions to be based upon the terms and conditions set forth herein, and COUNTY shall deliver a copy of this Agreement to the Escrow Holder.

(b) The Close of Escrow shall be within thirty (30) days of the opening of escrow, or such other date as the parties hereto shall mutually agree in writing.

(c) COUNTY, DISTRICT, and OWNER agree to execute such additional instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein in accordance with the terms and conditions of this Agreement. On behalf of COUNTY and DISTRICT, the COUNTY Board of Supervisors and DISTRICT Board of Directors authorize the COUNTY Real Property Manager, or designee, to execute the necessary escrow instructions and/or additional instructions, which may be required to complete the closing of this real property transaction.

(d) This Agreement shall become part of the escrow and shall constitute the basic instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein, in accordance with the terms and conditions of this Agreement. In case of conflict between this Agreement and any related escrow documents, the terms of this Agreement shall control.

(f) The "Close of Escrow" is defined as:

- (i) The recordation of the Easement Deed with Certificate of Acceptance attached; and
- (ii) Reconveyance Deeds for the two existing loans encumbering the Property if the existing loans are refinanced;
- (iii) Any new Deeds of Trust and related documents ("New Loan Docs") if the existing loans are refinanced as part of this escrow, which New Loan Docs shall be subordinate to the New Easement and Easement Deed;
- (iv) The recordation of any Subordination Agreement(s) if the two existing loans remain encumbering the Property or for New Loan Docs that may need to record prior to close of escrow;
- (v) The recordation of the Quitclaim Deed.

(g) The Escrow Officer shall be obligated as follows:

- (i) To provide a current preliminary title report covering the Property; and

- (ii) To record documents at Close of Escrow in an order that ensures subordination of any loans to DISTRICT'S New Easement; and
- (iii) To issue to DISTRICT a California Land Title Association policy of title insurance for DISTRICT'S interest in the New Easement;
- (iv) To issue to OWNER any additional title insurance coverage that may be requested by OWNER.

(h) Escrow, title and other fees shall be paid as follows:

- (i) OWNER shall pay Escrow Holder's fees at the close of escrow;
- (ii) OWNER shall pay all recording fees, including the documentary stamp tax, if any, incurred in the recordation of the above documents;
- (iii) OWNER shall pay for a Standard California Land Title Association policy of title insurance covering the New Easement being conveyed to DISTRICT;
- (iv) OWNER shall pay for any additional title insurance coverage that may be requested by OWNER.

**5. TITLE AND DEED:** The property interest in the New Easement conveyed by OWNER to DISTRICT is to be free of liens, encumbrances, restrictions, rights to possession or claims to possession, rights, and conditions (recorded and/or unrecorded) known or unknown to OWNER, except covenants, conditions, restrictions, and reservations of record approved by COUNTY.

**6. PROPERTY "AS-IS WITH ALL FAULTS":** Except as specifically set forth in this Agreement, OWNER, COUNTY, and DISTRICT specifically acknowledge that the areas being exchanged pursuant to the terms of this Agreement are being accepted on an "as-is with all faults" basis and that neither party is relying on any representations or warranties of any kind whatsoever, expressed or implied, from the other as to any matters concerning the areas, including without limitation: their physical condition; geology; the development potential of the areas and their use, habitability, merchantability, or fitness for a particular purpose; their zoning or other legal status; compliance with law; the presence or removal of hazardous or toxic materials, substances, or wastes on, under or about the areas or the neighboring property.

**7. GOOD FAITH DISCLOSURE:** OWNER, COUNTY, and DISTRICT have made and shall make good faith disclosure to the other of any and all known facts, findings, or information regarding the areas that are the subject of this Agreement including without limitation those relating to: historical uses; prior

permitted uses; current uses including, but not limited to, express or implied contract, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning reports; environmentally hazardous material such as asbestos, dioxins, oils, PCB's, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination.

**8. NOTICES:** All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, the parties may also provide notices, documents, correspondence or such other communications by personal delivery, first class mail postage prepaid, or reputable overnight delivery service, and any such notices, documents, correspondence and communications so given shall be deemed to have been given upon actual receipt.

**TO COUNTY & DISTRICT:** County of San Mateo  
Real Property Services  
Attn: Don Grady  
555 County Center, 4<sup>th</sup> floor  
Redwood City, CA 94063  
Phone: (650) 363-4047  
Email: dgrady@smcgov.org

**TO OWNER:** Patrick McGovern  
465 Eleanor Drive  
Woodside, CA 94062  
Phone: 650-587-1857  
Email: pat@pmcgovern.com

**9. TERMINATION:** OWNER and COUNTY shall have the right to terminate this Agreement at any time prior to the recordation of any documents referenced in Section 4(f) of this Agreement by written notice to the other party to be effective immediately.

**10. WAIVER:** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

**11. ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether express or implied, and there are no warranties, representations,

covenants, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. The parties hereto have set forth the whole of their agreement. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by both parties.

**12. CONSTRUCTION:** The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and provisions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against, any party hereto.

**13. SECTION HEADINGS:** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

**14. REAL PROPERTY DOCUMENTS:** Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Agreement.

**15. SUCCESSORS AND ASSIGNS:** The rights under this Agreement shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.

**16. CERTIFICATION OF SIGNATORY(IES):** OWNER represents and warrants that that they are, collectively, the sole OWNER of the Property or are authorized to execute this Agreement and that no additional signatures are required to carry out the duties contemplated herein.

**17. AGREEMENT APPROVAL:** This Agreement is subject to the approval of the COUNTY Board of Supervisors and DISTRICT Board of Directors. Execution of this Agreement by the President, or designee, of the COUNTY Board of Supervisors and DISTRICT Board of Directors shall evidence said approval by said Board of Supervisors and said Board of Directors.

**18. EXECUTION IN COUNTERPARTS:** The Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many or them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**[Balance of page intentionally left blank.]**

**IN WITNESS WHEREOF**, COUNTY, DISTRICT, and OWNER have executed this Easement Exchange Agreement by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

"COUNTY"  
COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Warren Slocum, President  
Board of Supervisors


Date: \_\_\_\_\_

"DISTRICT"  
FAIR OAKS SEWER MAINTENANCE DISTRICT

By: \_\_\_\_\_  
Warren Slocum, President  
Board of Directors

Date: \_\_\_\_\_

"OWNER"  
PATRICK J. MCGOVERN AND RAQUEL G.  
MCGOVERN, AS TRUSTEES OF THE MCGOVERN  
FAMILY TRUST DATED MAY 3, 2012

By:  \_\_\_\_\_  
Patrick J. McGovern, Trustee

Date: 5-14-2020

By:  \_\_\_\_\_  
Raquel G. McGovern, Trustee

Date: 5/14/20

Attachment 1  
Prior Easement



**ATTACHMENT 1, PAGE 1 OF 2**  
**ABANDONMENT OF EASEMENT**

ALL OF THAT EASEMENT IN THE THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO PATRICK J. MCGOVERN AND RAQUEL G. MCGOVERN TRUSTEES OF THE MCGOVERN FAMILY TRUST RECORDED APRIL 16, 2013, AS DOCUMENT NUMBER 2013-056795, OFFICIAL RECORDS OF THE COUNTY OF SAN MATEO, BEING A PORTION OF PARCEL NO. 4 DESCRIBED IN THE EASEMENT DEED (RESOLUTION NO. 5311) TO COUNTY OF SAN MATEO RECORDED JANUARY 16, 1951 IN BOOK 2010 AT PAGE 636, OFFICIAL RECORDS OF THE COUNTY OF SAN MATEO, SITUATE IN THE CITY OF WOODSIDE, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, SAID REAL PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**A STRIP OF LAND TEN (10) FEET WIDE**, THE CENTERLINE OF WHICH BEING DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE WESTERLY LINE OF ELEANOR DRIVE, SAID POINT BEING LOCATED AT THE INTERSECTION OF SAID LINE AND A LINE DRAWN PARALLEL WITH AND FIVE (5) FEET SOUTHERLY AT RIGHT ANGLES FROM THE NORTHERLY LINE OF LOT 1 AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. 620, RE-SUBDIVISION OF A PORTION OF WOODSIDE HEIGHTS, SAN MATEO COUNTY, CALIF." WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF SAN MATEO COUNTY ON SEPT. 20, 1949 IN BOOK 30 OF MAPS AT PAGE 47; THENCE FROM SAID POINT OF BEGINNING ALONG SAID PARALLEL LINE NORTH 73°01'17" WEST 145.52 FEET; THENCE SOUTH 82°37'40" WEST 83.01 FEET TO SOUTHERLY LINE OF THE ABOVEMENTIONED PARCEL (2013-056795).

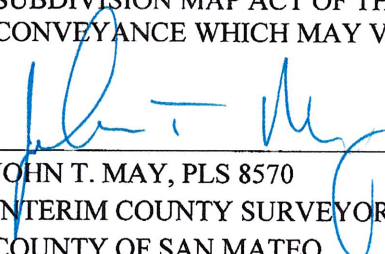
THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO TERMINATE AT THE SOUTHERLY AND EASTERLY LINE OF SAID PARCEL (2013-056795).

**END OF DESCRIPTION**

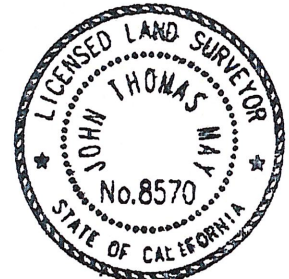
ASSESSOR'S PARCEL NOS.: 069-225-210 & 069-225-200

SEE "EXHIBIT B, PLAT TO ACCOMPANY LEGAL DESCRIPTION, 465 ELEANOR DRIVE" IS ATTACHED HERETO AND MADE A PART HEREOF.

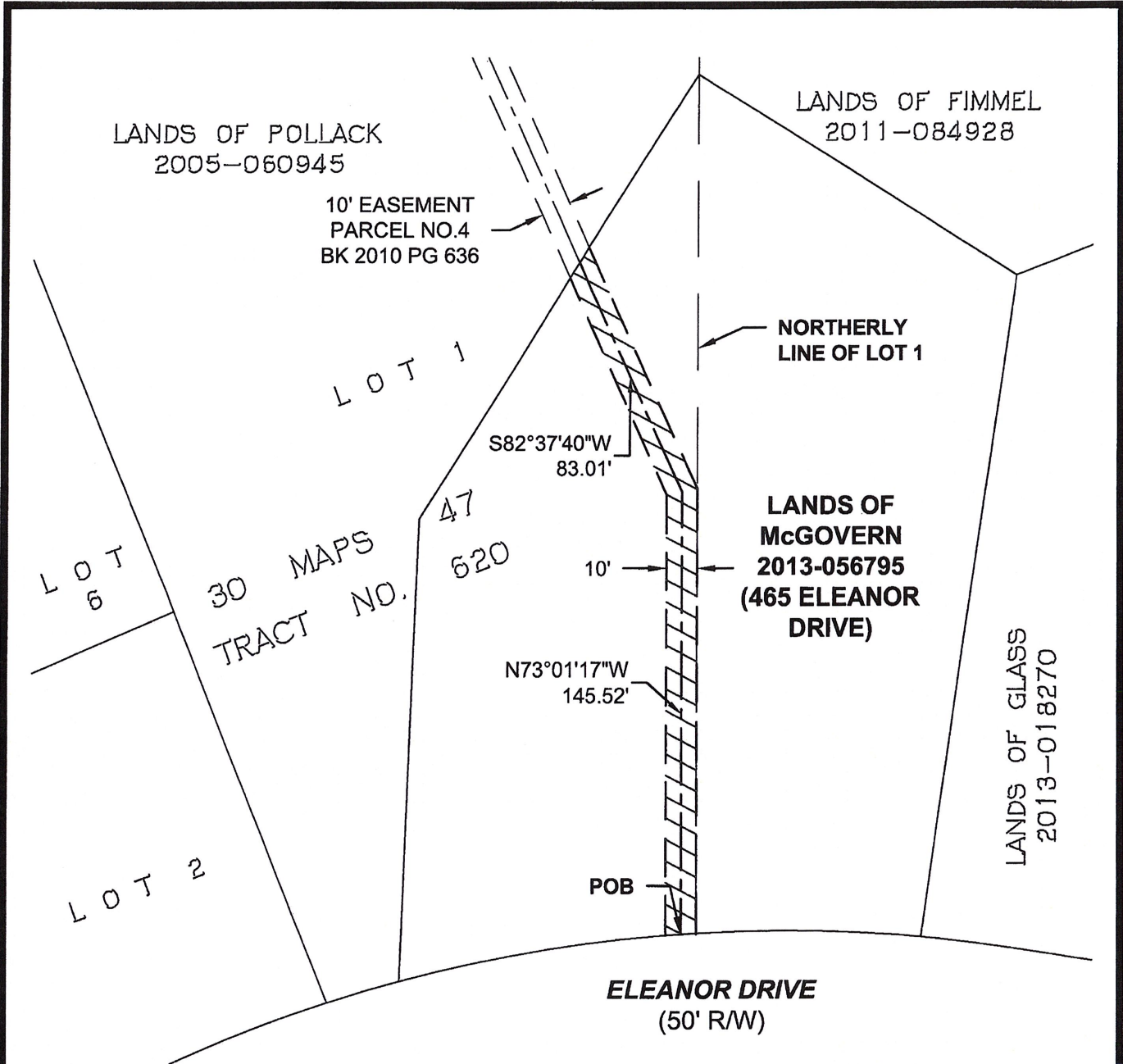
THIS LAND DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, PURSUANT TO CHAPTER 15, ARTICLE 3, SECTION 8726(L) OF THE PROFESSIONAL LAND SURVEYORS' ACT, AND IN CONFORMANCE WITH DIVISION 2, CHAPTER 2, ARTICLE 1, SECTION 66428(A)(2) OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND SHALL NOT BE UTILIZED IN ANY CONVEYANCE WHICH MAY VIOLATE SAID ACT(S) OR LOCAL ORDINANCES.

  
\_\_\_\_\_  
JOHN T. MAY, PLS 8570  
INTERIM COUNTY SURVEYOR  
COUNTY OF SAN MATEO

4-23-2020  
\_\_\_\_\_  
DATE

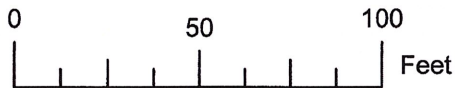


# ATTACHMENT 1, PAGE 2 OF 2



## LEGEND

- POB** POINT OF BEGINNING
- ABANDONMENT EASEMENT



J:\CON\JOBS\19933 - SAN MATEO COUNTY PWM\151-ELEANOR S\SER001-ERS588 NEW SEWER EASEMENT PLAT - 20200309\ER001-ERS588 NEW SEWER EASEMENT PLAT.DWG

	DESIGNED BY: JTM	<b>ABANDONMENT EASEMENT PLAT TO ACCOMPANY LEGAL DESCRIPTION 465 ELEANOR DRIVE</b>	SCALE: 1"=50'
	CHECKED BY: LEL		DATE: 04/22/2020
	DRAWN BY: TV		FILE NO: ER001
JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY		555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063-1665	

Attachment 2  
New Easement

# ATTACHMENT 2, PAGE 1 OF 2

## SANITARY SEWER EASEMENT

A PORTION OF THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF WOODSIDE, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO PATRICK J. MCGOVERN AND RAQUEL G. MCGOVERN TRUSTEES OF THE MCGOVERN FAMILY TRUST RECORDED APRIL 16, 2013, AS DOCUMENT NUMBER 2013-056795, OFFICIAL RECORDS OF THE COUNTY OF SAN MATEO, SAID REAL PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND TEN (10) FEET WIDE, THE CENTERLINE OF WHICH BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID PARCEL OF LAND (2013-056795), SAID CORNER BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF ELEANOR DRIVE; THENCE FROM SAID POINT OF COMMENCEMENT ALONG THE GENERAL SOUTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND (2013-056795), THE FOLLOWING TWO (2) COURSES:

1. NORTH 70°39'38" WEST, A DISTANCE OF 152.10 FEET; AND
2. THENCE NORTH 40°55'53" WEST, A DISTANCE OF 99.91 FEET TO THE POINT OF BEGINNING FOR THIS CENTERLINE DESCRIPTION;

THENCE LEAVING SAID SOUTHERLY LINE AND TRAVERSING THROUGH SAID PARCEL OF LAND (2013-056795) ALONG AN EXISTING SANITARY SEWER LINE, THE FOLLOWING THREE (3) COURSES:

1. NORTH 82°38'01" EAST, A DISTANCE OF 22.61 FEET;
2. NORTH 46°02'03" EAST, A DISTANCE OF 132.94 FEET; AND
3. THENCE SOUTH 65°33'14" EAST, A DISTANCE OF 137.48 FEET TO THE EASTERLY LINE OF SAID PARCEL (2013-056795), SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF ELEANOR DRIVE;

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO TERMINATE AT THE SOUTHERLY AND EASTERLY LINE OF SAID PARCEL (2013-056795).

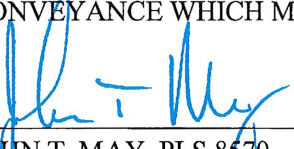
### END OF DESCRIPTION

CONTAINING AN AREA OF 2,930 SQUARE FEET, MORE OR LESS.

SEE "EXHIBIT B, PLAT TO ACCOMPANY LEGAL DESCRIPTION, 465 ELEANOR DRIVE" IS ATTACHED HERETO AND MADE A PART HEREOF.

ASSESSOR'S PARCEL NOS.: 069-225-210 & 069-225-200

THIS LAND DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, PURSUANT TO CHAPTER 15, ARTICLE 3, SECTION 8726(L) OF THE PROFESSIONAL LAND SURVEYORS' ACT, AND IN CONFORMANCE WITH DIVISION 2, CHAPTER 2, ARTICLE 1, SECTION 66428(A)(2) OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND SHALL NOT BE UTILIZED IN ANY CONVEYANCE WHICH MAY VIOLATE SAID ACT(S) OR LOCAL ORDINANCES.

  
\_\_\_\_\_  
JOHN T. MAY, PLS 8570  
INTERIM COUNTY SURVEYOR  
COUNTY OF SAN MATEO

3/9/2020  
DATE



# ATTACHMENT 2, PAGE 2 OF 2

LANDS OF FIMMEL  
2011-084928

LANDS OF POLLACK  
2005-060945

POB

N82°38'01"E  
22.61'

N40°55'53"W  
99.97'

10'

10'

N46°02'03"E  
132.94'

EXISTING HOUSE

CONCRETE WALK

LANDS OF McGOVERN  
2013-056795  
(465 ELEANOR DRIVE)

LANDS OF GLASS  
2013-018270

N70°39'38"W 152.10'

POC

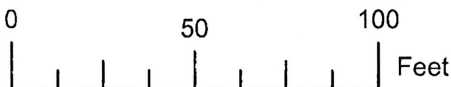
S65°33'14"E  
137.48'

ELEANOR DRIVE  
(50' R/W)



## LEGEND

- ⊙ EXISTING SANITARY SEWER MANHOLE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- CENTERLINE OF SANITARY SEWER EASEMENT



DESIGNED BY: JTM  
CHECKED BY: LEL  
DRAWN BY: TV

SANITARY SEWER EASEMENT  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**465 ELEANOR DRIVE**

SCALE: 1"=50'  
DATE: 03/06/2020  
FILE NO: ER001

JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS  
SAN MATEO COUNTY

555 COUNTY CENTER, 5TH FLOOR  
REDWOOD CITY, CALIFORNIA 94063-1665

J:\CONJOBS\15933 - SAN MATEO COUNTY PW\4151-ELEANOR.SS\465-ELEANOR DR. - SS\NEW EASEMENT\ER001-ERS688 NEW SEWER EASEMENT PLAT.DWG

Attachment 3  
Easement Deed  
(See Following Pages)

WHEN RECORDED RETURN TO:

REAL PROPERTY SERVICES DIVISION  
COUNTY OF SAN MATEO  
555 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063

NO FEE DOCUMENT Per Gov. Code 6103  
NO Doc. Transfer Tax Per R & T Code 11922

THIS SPACE FOR RECORDER'S USE ONLY

Escrow No. \_\_\_\_\_  
APNs: 069-225-210 and 069-225-200 (portion)  
Property Address: 465 Eleanor Drive, Woodside, CA 94062

## DEED OF EASEMENT AND DEDICATION

THIS DEED OF EASEMENT AND DEDICATION is made this \_\_\_\_ day of \_\_\_\_\_,  
2020, BETWEEN

PATRICK J. MCGOVERN AND RAQUEL G. MCGOVERN, AS TRUSTEES OF THE  
MCGOVERN FAMILY TRUST DATED MAY 3, 2012, (hereinafter referred to collectively as  
"Grantor"), AND

FAIR OAKS SEWER MAINTENANCE DISTRICT, a special district (hereinafter referred to as  
"Grantee").

WHEREAS, Grantor is the owner of that certain property situated in the County of San Mateo  
currently referred to as Assessor's Parcel Numbers 069-225-210 and 069-225-200, and also  
known as 465 Eleanor Drive, in the incorporated Town of Woodside, California (hereinafter the  
"Property"); and

WHEREAS, certain sanitary sewer lines, force mains, pipes, manholes and other appurtenances  
were installed and constructed over, under, upon and through a portion of the Property in  
accordance with specifications of Grantee (the "Sewer Facilities"); and

WHEREAS, Grantor desires to dedicate to Grantee, who desires to accept, a permanent sanitary  
sewer easement and right of way over, under, upon and across at any time without notification all  
that real property situated in the incorporated Town of Woodside, County of San Mateo, State of  
California, described and shown in **EXHIBITS "A" and "B" attached hereto and made a part  
hereof** (the "Easement Area"); together with the perpetual right of ingress to and egress from said  
property, for the purpose of exercising and performing all of the rights and privileges herein granted;  
and

WHEREAS, Grantor desires to dedicate to Grantee, and Grantee desires to accept, all of Grantor's right, title and interest in and to the Sewer Facilities installed within the Easement Area.

NOW THEREFORE, intending to be legally bound hereby, and for good consideration, the receipt and sufficiency of which is acknowledged, Grantor and Grantee agree and covenant as follows:

1. The recitals above are hereby incorporated by reference and made a part hereof as if set forth in full.
2. Grantor hereby grants and conveys to Grantee a permanent sanitary sewer easement over, under, upon and through the Easement Area for sewer purposes inclusive of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining thereon a sanitary sewer, of such dimensions as Grantee shall deem necessary, together with all necessary appurtenances appertaining thereto, including a perpetual right of way over, under, upon and across the Easement Area at any time without notification, together with the perpetual right of ingress to and egress from said Easement Area, for the purpose of exercising and performing all of the rights and privileges herein granted.

Any use of this Easement Area by Grantor or assignees or successors in interest, except for use as: (i) lawn or similar groundcover or (ii) driveways or surface parking, shall not be allowed except upon approval by, and at the discretion of, Grantee. Any allowable uses shall not be installed in a manner that will impede vehicular access by Grantee for maintenance purposes. Other than said allowable uses, each use proposed by Grantor must be acceptable to Grantee's authorized administrator or the Director of the County of San Mateo's Department of Public Works (collectively referred to hereinafter as "Grantee's Representative"), and approved in writing, prior to such construction on or use of the Easement Area by the Grantor. For such approval, the Grantor shall contact the Grantee, or successor. Any use within the Easement Area not approved by Grantee's Representative shall not in any way limit Grantee's rights granted herein. Even if Grantee's Representative has approved the use, Grantee retains the right to remove all or any part of the approved use to allow Grantee to use the easement at any time pursuant to Grantee's rights granted herein. Grantee shall not be liable for any cost for the removal or replacement of improvements constructed by Grantor within the Easement Area.

3. Grantor additionally grants and conveys to Grantee title to the Sewer Facilities located within the Easement Area.
4. Grantor and Grantee, as those words are used herein, shall include the parties hereto and their respective successors and assigns.

**[Balance of page intentionally left blank.]**



IN WITNESS WHEREOF, Grantor has executed this Deed of Easement and Dedication on the day and year first written above.

**Grantor:**

PATRICK J. MCGOVERN AND RAQUEL G.  
MCGOVERN, AS TRUSTEES OF THE MCGOVERN  
FAMILY TRUST DATED MAY 3, 2012

By: \_\_\_\_\_  
Patrick J. McGovern, Trustee

By: \_\_\_\_\_  
Raquel G. McGovern, Trustee

---

**ACKNOWLEDGMENT**

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, \_\_\_\_\_  
(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)

**CERTIFICATE OF ACCEPTANCE**

STATE OF CALIFORNIA, COUNTY OF SAN MATEO: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the DEED OF EASEMENT AND DEDICATION dated \_\_\_\_\_, 2020, from PATRICK J. MCGOVERN AND RAQUEL G. MCGOVERN, AS TRUSTEES OF THE MCGOVERN FAMILY TRUST DATED MAY 3, 2012, as Grantor, to FAIR OAKS SEWER MAINTENANCE DISTRICT, a special district, as Grantee, is hereby accepted by order of the Board of Directors of the Fair Oaks Sewer Maintenance District on \_\_\_\_\_, 2020, pursuant to authority conferred by resolution of the Board of Directors of the Fair Oaks Sewer Maintenance District adopted on \_\_\_\_\_, 2020, and the Fair Oaks Sewer Maintenance District consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this \_\_\_\_\_ day of \_\_\_\_\_, 2020

FAIR OAKS SEWER MAINTENANCE DISTRICT

By: \_\_\_\_\_  
Michael P. Callagy  
Clerk of the Board

Attachment 4  
Quitclaim Deed  
(See Following Page)

RECORDING REQUESTED BY:  
County of San Mateo

WHEN RECORDED, MAIL TO  
AND MAIL TAX STATEMENTS TO

Patrick and Raquel McGovern  
465 Eleanor Drive, Woodside, CA  
94062

**NO FEE DOCUMENT Per Gov. Code 6103**

**THIS SPACE FOR RECORDER'S USE ONLY**

Escrow No. \_\_\_\_\_  
APNs: 069-225-210 and 069-225-200 (portion)  
Property Address: 465 Eleanor Drive, Woodside, CA 94062

## **QUITCLAIM DEED**

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

**THE COUNTY OF SAN MATEO, a political subdivision of the State of California, ("Grantor"),**

**HEREBY REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to:**

**PATRICK J. MCGOVERN AND RAQUEL G. MCGOVERN, AS TRUSTEES OF THE MCGOVERN FAMILY TRUST DATED MAY 3, 2012, ("Grantee")**

the real property in the County of San Mateo, State of California, **described and shown in Exhibits A and B**, respectively, attached hereto and incorporated herein by reference, together with any right, title and interest to the sanitary sewer pipes or sewer facilities within, over, under or through the real property (collectively, "Property").

Grantee acknowledges and agrees that the Property, including specifically all improvements and fixtures contained therein, is conveyed to and accepted by Grantee in its present condition, "AS-IS," "WHERE-IS, and "WITH ALL FAULTS," and that Grantee accepts the Property subject to all patent and/or latent physical conditions, whether or not known or discovered. Grantee, its heirs, successors and/or assigns, agree to defend, indemnify, protect and hold harmless Grantor, its officers, agents, employees, and servants from and against any and all claims, suits, or actions of every name, kind, and description arising out of or in any way connected with the Property, except as a result of Grantor's gross negligence, willful misconduct, or bad faith.

Dated: \_\_\_\_\_

**GRANTOR:  
COUNTY OF SAN MATEO**

\_\_\_\_\_  
Warren Slocum, President  
Board of Supervisors

## ACKNOWLEDGMENT

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, \_\_\_\_\_  
(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)