

RECORDING REQUESTED BY  
County of San Mateo  
Parcel No. 041-280-140(Portion of)  
Seneca Lane Mudslide Sewer Stabilization  
Project; E4989

WHEN RECORDED MAIL TO:  
Real Property Services  
County of San Mateo  
555 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063

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Exempt from recording fees – Government entity exempt under G.C. §6103

## **PERMANENT SLOPE AND SANITARY SEWER EASEMENT**

Daniel Y. Wang and Flora T. Wang, husband and wife, as joint tenants("Grantors") hereby grant to the CRYSTAL SPRINGS COUNTY SANITATION DISTRICT, a county sanitation district formed under California Health and Safety Code section 4700 et seq ("Grantee" or "County") a

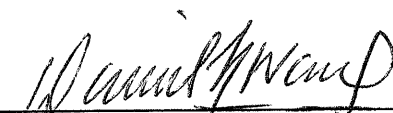
permanent slope and sanitary sewer easement to construct, operate, maintain and use all that real property situated in the District of San Mateo, State of California, described and identified in attached Exhibits A (the "Easement Area") for the purpose of installing and maintaining slope stabilization improvements, including but not limited to a retaining wall, tiebacks and sanitary sewer pipelines, together with any and all appurtenances connected therewith and rights incidental thereto, over across and under the Easement Area.

Any use of this Easement Area by Grantors or assignees or successors in interest shall not be allowed except upon approval by, and at the discretion of District. Each use proposed by Grantors must be acceptable to District, and approved in writing, prior to such construction on or use of the Easement Area by the Grantors. For such approval, the Grantors shall contact the District or successor. Any approved use shall be installed in a manner that will not impede vehicular access by District for maintenance purposes and shall not in any way limit District's rights under this Easement. Even if District has approved the use, District retains the right to remove all or any part of the approved use to allow District to use the Easement at any time pursuant to District's rights granted herein. District shall not be liable for any cost for the removal or replacement of improvements constructed by Grantors within the Easement Area.

If any term or provision of this Easement or the application thereof to any person or circumstance, shall be adjudged by a court of competent jurisdiction to be invalid or unenforceable, unless such court decision defeats the purpose of this Easement, the remainder of this Easement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term or provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

**IN WITNESS WHEREOF**, the Grantors hereto have executed this instrument as of the date first written above at Redwood City, San Mateo County, California.

GRANTORS:

BY:   
Daniel Y. Wang

BY:   
Flora T. Wang

Date: Dec 30, 2019

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 San Mateo )

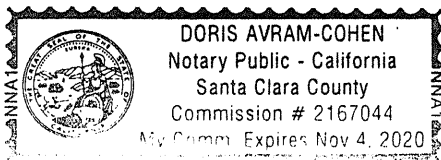
On 12/30/19 before me, Doris Avram-Cohen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Y Wang and Flora Wang
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

## **AGREEMENT FOR PURCHASE OF REAL PROPERTY (Escrow)**

This Agreement For Purchase of Real Property, (hereinafter referred to as "Agreement"), is made and entered into by and between the CRYSTAL SPRINGS COUNTY SANITATION DISTRICT, a county sanitation district formed under California Health and Safety Code section 4700 et seq, (hereinafter referred to as "COUNTY"), Daniel Y. Wang and Flora T. Wang , (hereinafter referred to as "Owner").

The parties hereby agree as follows:

### **1. DEMISE OF PROPERTY**

Owner agrees to sell to DISTRICT and DISTRICT agrees to purchase from Owner pursuant to the terms and conditions set forth in this Agreement, the real property interest identified herein and referred to as "Property", whereas said Property is required for the construction of the Seneca Lane Mudslide Sewer Stabilization Project (hereinafter referred to as the "Project"), and such Property is furthered described and shown in the "Attachments," listed below, and attached hereto and made a part hereof:

- Attachment "A" Permanent Slope and Sanitary Sewer Easement
- Attachment "B" Escrow Instructions
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### **2. PURCHASE PRICE AND ESCROW**

DISTRICT shall pay Owner the sum of \$6,680.00 (hereinafter referred to as "Purchase Price"), for the Property, which the parties agree includes all improvements and severance damages. The Escrow Agent shall deliver the Purchase Price to the Owner when title to the Property vests in DISTRICT free and clear of all liens, encumbrances, assessments, easements, leases (recorded), and taxes unless otherwise indicated on the Escrow Instructions.

This transaction shall be held in escrow at Old Republic Title Company, (hereinafter referred to as "Escrow Agent") under their Escrow Number 2202059443, (hereinafter referred to as "Escrow") located at 361 Lytton Avenue, Suite 100, Palo Alto, Ca 94301, as described in the aforementioned Escrow Instructions attached hereto and identified as Attachment "B".

### **3. DELIVERY OF DOCUMENT/ESCROW**

The Attachment(s) shall be executed and delivered by Owner to DISTRICT for the purpose of placing them into Escrow. DISTRICT shall not be deemed to have accepted delivery of the Property conveyed by the Attachment(s) until such time as the applicable Attachments are recorded in the Official Records of DISTRICT of San Mateo, California. DISTRICT shall pay all costs to close Escrow, including escrow fees, document preparation fees, delivery charges, and recording fees as may be incurred in this transaction.

### **4. PAYMENT OF MORTGAGE OR DEED OF TRUST**

Upon demand by a mortgagee under a mortgage or beneficiary under a deed of trust, recorded against the Property, made in writing to DISTRICT prior to the close of Escrow, DISTRICT may, through Escrow, make payable to the mortgagee or beneficiary entitled thereunder, an amount not to exceed the Purchase Price under

this Agreement. If this section is made applicable by the demand above described, then the mortgagee or beneficiary shall, at the close of Escrow, furnish Owner with good and sufficient receipt showing the monies thus tendered through Escrow credited against the indebtedness secured by said mortgage or deed of trust.

#### **5. POSSESSION**

DISTRICT, or its authorized agents or contractors may enter upon the land described herein for purposes of performing activities related to and incidental to the construction of the Seneca Lane Mudslide Sewer Stabilization Project (hereinafter referred to as the "Project"), inclusive of the right to remove and dispose of improvements, prior to Owner receiving the purchase price. Such possession and use of the Property by DISTRICT may commence on August 1, 2019 or close of Escrow, whichever occurs first.

#### **6. CONSTRUCTION CONTRACT WORK**

It is agreed that all work performed under this Agreement by DISTRICT and situated within the Property shall be done in a good and workmanlike manner. All structures, improvements or other facilities when removed, relocated or reconstructed by DISTRICT, shall be left in as good condition as found.

#### **7. OWNER'S INDEMNIFICATION**

Owner covenants and agrees to indemnify and hold DISTRICT harmless from any and all claims that third parties may make or assert with respect to the title to the Property and any improvements therein.

#### **8. RECONSTRUCTION OF OWNER'S REMAINDER PROPERTY**

DISTRICT and its authorized agents and contractor are hereby granted permission to enter onto Owner's remainder property to reconstruct Owner's driveways, walkways, lawn and landscaped areas, (hereinafter referred to as "Remainder"), as necessary to conform same to the street frontage improvements, including re-grading and replanting any affected lawn and landscaped areas. The cost of such reconstruction of the Remainder shall be borne by DISTRICT, at no expense to Owner.

#### **9. LEASE WARRANTY**

Owner warrants there are no oral or written leases on any portion of the Property exceeding a period of one month, except the lease with \_\_\_\_\_

#### **10. DISTRICT'S INDEMNIFICATION**

DISTRICT shall indemnify, defend, and hold harmless Owner, its directors, officers, affiliates, agents, and employees from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees caused by DISTRICT's activities allowed by this Agreement except and in proportion to the extent caused by an act or omission of Owner or Owner's agents, representatives, employees, consultants and/or contractors. The foregoing indemnity shall also be inapplicable to any adverse condition or defect on or affecting the Property not caused by DISTRICT or its employees, agents, contractors, or subcontractors but discovered or impacted during their activities; provided, however, that DISTRICT's indemnification obligations shall apply to the extent such adverse condition or defect is exacerbated by DISTRICT's actions.

DISTRICT agrees to release Owner from all liability arising from DISTRICT exercising its rights under this Agreement. Furthermore, DISTRICT agrees to assume responsibility for any damages to Owner's Retained Property caused by reason of DISTRICT's use of the Property under this Agreement, and will, at DISTRICT's option, either repair or pay for such damage.

#### **11. SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

#### **12. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

#### **13. PUBLIC PURPOSE**

DISTRICT requires the Property for the Project, and DISTRICT can seek to acquire the Property through the exercise of its power of eminent domain.

#### **14. AUTHORITY AND EXECUTION**

This Agreement, which is valid, only when executed by DISTRICT, constitutes the complete understanding and agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof or be binding.

**15. ENTIRE AGREEMENT**

The performance of this Agreement constitutes the entire consideration for the conveyances from Owner and shall relieve DISTRICT of all further obligation or claim on this account, or on account of the location, grade or construction of the proposed public improvement and related facilities and/or structures.

This Agreement shall bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

**IN WITNESS WHEREOF, the parties have executed this Amendment as follows:**

**DISTRICT Owner**

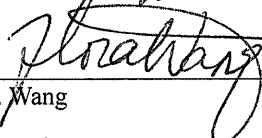
Date:            Date:

By:            By:

Daniel Y. Wang



Flora T. Wang



Address: 1560 Seneca Lane, San Mateo, CA 94402

Telephone: (650) 212-3328

**RECOMMENDED BY:**

ESCROW INSTRUCTIONS TO:

**CONFIDENTIAL**

Old Republic Title Company  
361 Lytton Avenue  
Palo Alto, Ca 94301

This document contains personal information and pursuant to Civil Code 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure.

Date: December 5, 2019 Escrow No.: 2202059443 Preliminary Report Date: May 11, 2018  
Project: Seneca Lane Mudslide Sewer Stabilization Project; E4989 Parcel No: 041-280-140  
Property Address: 1560 Seneca Lane, San Mateo, CA 94402-4026  
Owner: Daniel Y. Wang and Flora T. Wang, husband and wife, as joint tenants

**YOU ARE HANDED HEREWITH:**

1. Demand of Grantor: \$6,680.00
2. Permanent Slope and Sanitary Sewer Easement, which you are authorized to deliver or record when you can issue a standard form CLTA title insurance policy with a liability in the amount of \$6,680.00 on the property as described in document handed you herewith for recording. No charge is to be paid by the County for recording.

TITLE TO BE VESTED IN: CRYSTAL SPRINGS COUNTY SANITATION DISTRICT, a county sanitation district formed under California Health and Safety Code section 4700 et seq SUBJECT TO the exceptions as shown in the above cited Preliminary Report, excepting Item(s) No. 1-3, and 6.


YOU ARE INSTRUCTED TO CLOSE THIS ESCROW AS SOON AS POSSIBLE. If you are unable to close within 30 days please advise the parties hereto.

**YOU ARE AUTHORIZED TO PAY UPON CLOSING THE FOLLOWING:**

	SELLER	COUNTY
1	Sellers Demand \$6,680.00	Pay
2	Title Policy	Pay
3	Escrow Fee	Pay

All disbursements are to be made by check of Old Republic Title Co.

INSTRUCTIONS FROM SELLER: In addition to the foregoing, you are hereby authorized to record and/or deliver a conformed copy of the Easement to the CRYSTAL SPRINGS COUNTY SANITATION DISTRICT, a county sanitation district formed under California Health and Safety Code section 4700 et seq on receipt of a warrant in the amount of \$6,680.00 net to Seller, subject to any demands of liens or encumbrances. You are also authorized to obtain a consent to easement from any Mortgagee listed in the Preliminary Report as necessary. Please remit remainder to Seller.

Seller:   
Daniel Y. Wang

APPROVED: \_\_\_\_\_  
District

Seller:   
Flora T. Wang  
1560 Seneca Lane  
San Mateo CA 94402

Accepted \_\_\_\_\_  
Old Republic Title Company