

## ASSIGNMENT, ASSUMPTION AND NOVATION AGREEMENT

This Assignment, Assumption and Novation Agreement ("Agreement") is entered into on \_\_\_\_\_, 2019 (the "Effective Date"), by and among the County of San Mateo a political subdivision of the State of California ("County"), Devonshire County Sanitation District, a county sanitation district formed under California Health and Safety Code section 4700 et seq. ("District") and Lloyd Richard Wilson and Bonnie J. Wilson, Trustees, U.D.T. dated September 27, 2000, entitled The Lloyd R. and Bonnie J. Wilson Family Trust ("Wilson"). The parties hereto may be referred to individually as a "Party" and collectively as the "Parties."

### RECITALS

- A. County and Wilson entered into an Agreement for Exchange of Real Property, for the exchange of sanitary sewer easements by Wilson and County (the "Exchange Agreement") as approved by County Board of Supervisor's Resolution No. 076981 on October 8, 2019.
- B. Under the Exchange Agreement, County agreed to quitclaim to Wilson an existing sewer easement in exchange for Wilson's grant and dedication of a new sanitary sewer easement over APN: 049-142-530, located at 55 Winding Way in unincorporated San Carlos, County of San Mateo ("Property").
- C. County desires to assign to District, and District desires to accept and assume from County, all of County's rights, title and interest in, and obligations under, the Exchange Agreement.
- D. Wilson is willing to release County from the obligations under the Exchange Agreement on the condition that District assume such obligations under the Exchange Agreement.

NOW THEREFORE, in consideration of the mutual promises of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

### AGREEMENT

- 1. Assignment: County hereby assigns and delegates to District, and District hereby accepts, all of County's rights, title and interest in, and obligations under, the Exchange Agreement. Obligations of District will include the acceptance of a Deed of Easement and Dedication for sanitary sewer from Wilson and execution of a sanitary sewer Quitclaim Deed by District to Wilson. All deeds will be revised to reflect this assignment of rights and obligations to District and delivered by County into escrow.
- 2. Assumption: District hereby assumes, agrees and undertakes to perform all of County's

obligations under the Exchange Agreement arising on or after the Effective Date. District shall perform the obligations of County under the Exchange Agreement and District shall be bound by all of the terms and conditions of the Exchange Agreement in every way as if District were originally a party thereto.

3. Release: District and Wilson hereby release County from any and all obligations arising under the Exchange Agreement on and after the Effective Date.

4. Novation: Wilson consents to the substitution of District in place and instead of County on and after the Effective Date. On and after the Effective Date, the term County, as used in the Exchange Agreement, shall refer to District, and District shall be bound by the terms of the Exchange Agreement in every way as if District were named in the Exchange Agreement in place of County as a party thereto.

5. Indemnification:

a. District shall defend and indemnify County from any and all claims, suits, demands, causes of action, losses, liabilities, damages and costs, including reasonable attorneys' fees, arising from or related to District's performance under the Exchange Agreement on or after the Effective Date.

b. County shall defend and indemnify District from any and all claims, suits, demands, causes of action, losses, liabilities, damages and costs, including reasonable attorneys' fees, arising from or related to County's performance under the Exchange Agreement prior to the Effective Date.

6. Binding Upon Successors and Assigns: This Agreement shall be binding upon and insure to the benefit of the heirs, legal representatives, successors in interest and assigns of County, District and Wilson.

7. Counterparts. This Agreement may be executed in counterparts and so executed will constitute an Agreement that is binding upon all Parties hereto. A photocopy of the fully executed Agreement will have the same force and effect as the original.

8. Signatures. By affixing his/her signature below, each of the persons signing this Agreement warrants and represents that he/she has read and understands this Agreement, that in signing on behalf of a Party he/she has full and complete authority from that Party to bind said Party to perform and comply with each and every term, obligation, condition and covenant set forth in this Agreement, and that the Party on behalf of whom he/she signs agrees to be bound by its terms.

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

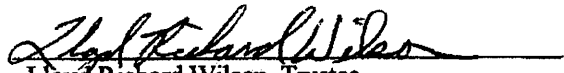

**COUNTY**

**LLOYD RICHARD WILSON AND BONNIE  
J. WILSON, TRUSTEES, U.D.T. DATED  
SEPTEMBER 27, 2000, ENTITLED THE  
LLOYD R. AND BONNIE J. WILSON  
FAMILY TRUST**

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

Date: 11.22.19

\_\_\_\_\_  
Carole Groom  
President, Board of Supervisors  
County of San Mateo

  
\_\_\_\_\_  
Lloyd Richard Wilson, Trustee  
  
\_\_\_\_\_  
Bonnie J. Wilson, Trustee

**ATTEST:**

\_\_\_\_\_  
Clerk of Said Board

Resolution No. \_\_\_\_\_

**DISTRICT**

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

\_\_\_\_\_  
Carole Groom  
President, Board of Supervisors  
Devonshire County Sanitation District

**ATTEST:**

\_\_\_\_\_  
Clerk of Said Board

Resolution No. \_\_\_\_\_