

RECORDING REQUESTED BY
County of San Mateo

Parcel No. 057-163-120

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

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

AGREEMENT, DEED AND EXCHANGE OF EASEMENTS

This Agreement, Deed and Exchange of Easements ("Agreement") is entered into on this 6th day of September, 2017, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County") and Scott Selinger and Claire Selinger, Trustees of the Selinger Family 2014 Trust dated September 8, 2014 ("Selinger") (hereafter the "Parties");

RECITALS

- I. **WHEREAS**, Selinger is owner of Assessor's Parcel Number 068-022-730, commonly known as 647 Park Road, Redwood City, CA (hereafter the "Parcel"); and
- II. **WHEREAS**, County holds an existing 10' wide sewer easement over the Parcel, which easement is shown in Exhibit A-1 and described in Exhibit B, (Instrument #98-208679) (the "Existing Easement"), attached hereto and incorporated herein by reference; and
- III. **WHEREAS**, a small portion of the sewer line was located outside the Existing Easement and Selinger desires to grant County a new easement to eliminate the encroachment and realign the sewer easement so that the sewer line is situated in the middle of the easement, which new easement is shown in Exhibit A-1 and described in Exhibit A (the "Realigned Easement"), attached hereto and incorporated herein by reference; and
- IV. **WHEREAS**, in consideration for the grant of the Realigned Easement, Selinger desires that County quitclaim all right, title and interest in the Existing Easement, subject to the conditions set forth in this Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to execute a new easement as follows:

1. The Parties declare that the forgoing Recitals are true and correct.
2. Selinger hereby grants to County a perpetual sewer easement for the purpose of constructing, repairing, maintaining, replacing, renewing and using underground pipelines and appurtenant facilities for sanitary sewer purposes, and for all connected and associated purposes, together with the right of ingress and egress over said easement for the aforesaid purposes, over, under, and across the Parcel, which easement is described in the attached Exhibit A ("Realigned Easement") and is subject to the conditions set forth in this Agreement and any other existing easements of record.
3. County shall not be responsible for any damage to buildings, structures or other improvements on the Parcel while performing any work associated with or authorized by the Realigned Easement.
4. This Agreement shall be deemed and is intended to run with the land and to be a restriction upon the Property, and shall be binding upon and shall inure to the benefit of the owners and their heirs, representatives, successors and assigns.
5. In consideration for such grant of the Realigned Easement, County shall quitclaim all right, title and interest in the sanitary sewer easements described in Instrument # 98-208679, (Existing Easement). County shall record said quitclaim concurrently with the recording of this Agreement when title vests in the County free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), except for easements or rights of way over said land for public or quasi-public utility or public street purposes, if any. Selinger shall provide a Consent of Easement ("Consent") for any liens of record, which Consent is to be recorded contemporaneously with the County quitclaim.
6. If any term or provision of this Agreement 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 Agreement, 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 Agreement shall be valid and enforceable to the fullest extent permitted by law.

Balance of Page Intentionally Blank

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

"PARTIES"

Scott Selinger and Claire Selinger,
Trustees of the Selinger Family 2014
Trust dated September 8, 2014

By: _____
Scott Selinger, Trustee

Please See Attached
Acknowledgement
From Notary Public

By: Claire Selinger
Claire Selinger, Trustee

COUNTY OF SAN MATEO,
a political subdivision of the State of
California

By: _____

President, Board of Supervisors

ATTEST:

Clerk of Said Board

Resolution No. _____

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 09/05/2017
Date

before me,

Bryan Matthew Mackay
Here Insert Name and Title of the Officer

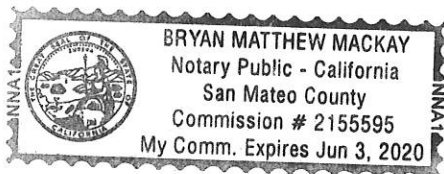
personally appeared

Daine Salinger
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

[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: Agreement to Sell? Exchange 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: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

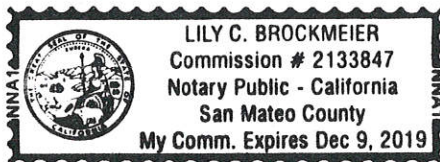
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Mateo)
 On 9/6/17 before me, Lily C. Brockmeier, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Scott Selinger
 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 Lily C. Brockmeier
 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: Exchange of easement, Emerald Hills Home, San Mateo County Public Works,
 Document Date: 9/6/17 Number of Pages: 1
 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: _____

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

"PARTIES"

Scott Selinger and Claire Selinger,
Trustees of the Selinger Family 2014
Trust dated September 8, 2014

By: _____

Scott Selinger, Trustee

By: _____

Claire. Selinger, Trustee

COUNTY OF SAN MATEO,
a political subdivision of the State of
California

By: _____

President, Board of Supervisors

ATTEST:

Clerk of Said Board

Resolution No. _____

EXHIBIT "A"
647 PARK ROAD - SEWER EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 14 AS SHOWN ON EMERALD LAKE PARK NO. 3 SUBDIVISION MAP RECORDED SEPTEMBER 5, 1919, AS FILE 66471 IN BOOK 10 OF MAPS AT PAGE 24, SAN MATEO COUNTY RECORDS.

COMMENCING AT THE MOST EASTERN CORNER OF SAID LOT 14, THENCE ALONG THE SOUTHERN LINE OF SAID LOT 14, SOUTH 70°30' 00" WEST, A DISTANCE OF 25.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY LINE AND ENTERING INTO SAID LOT 14, THE FOLLOWING TWO (2) COURSES:

1. NORTH 42°30'29" WEST, A DISTANCE OF 0.45 FEET, AND
2. NORTH 26°01' 21" WEST, A DISTANCE 49.97 FEET TO THE MOST NORTHERLY LINE OF SAID LOT 14, SAID POINT BEING ALONG SAID LINE SOUTH 70°30'00" WEST, A DISTANCE OF 30.93 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 14, THENCE ALONG SAID NORTHERLY LINE NORTH 70°30'00" EAST, A DISTANCE OF 10.06 FEET, THENCE LEAVING SAID NORTHERLY LINE AND ENTERING INTO SAID LOT 14, FOLLOWING TWO (2) COURSES:
 1. SOUTH 26°01'21" EAST, A DISTANCE OF 47.28 FEET, AND
 2. SOUTH 42°30'29" EAST, A DISTANCE OF 3.35 FEET TO THE MOST SOUTHERLY LINE OF SAID LOT 14; THENCE ALONG SAID SOUTHERLY LINE SOUTH 70°30'00" WEST, A DISTANCE OF 10.90 FEET TO THE POINT OF BEGINNING.

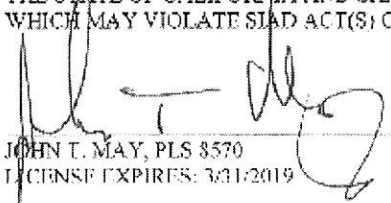
END OF DESCRIPTION

CONTAINING AN AREA OF 505 SQUARE FEET, MORE OR LESS.

A PLAT MAP (EXHIBIT "B") IS ATTACHED AND MADE A PART HEREOF.

ASSESSOR'S PARCEL NO.: 057-163-130

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
LICENSE EXPIRES: 3/31/2019

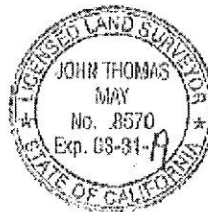


Exhibit A-1

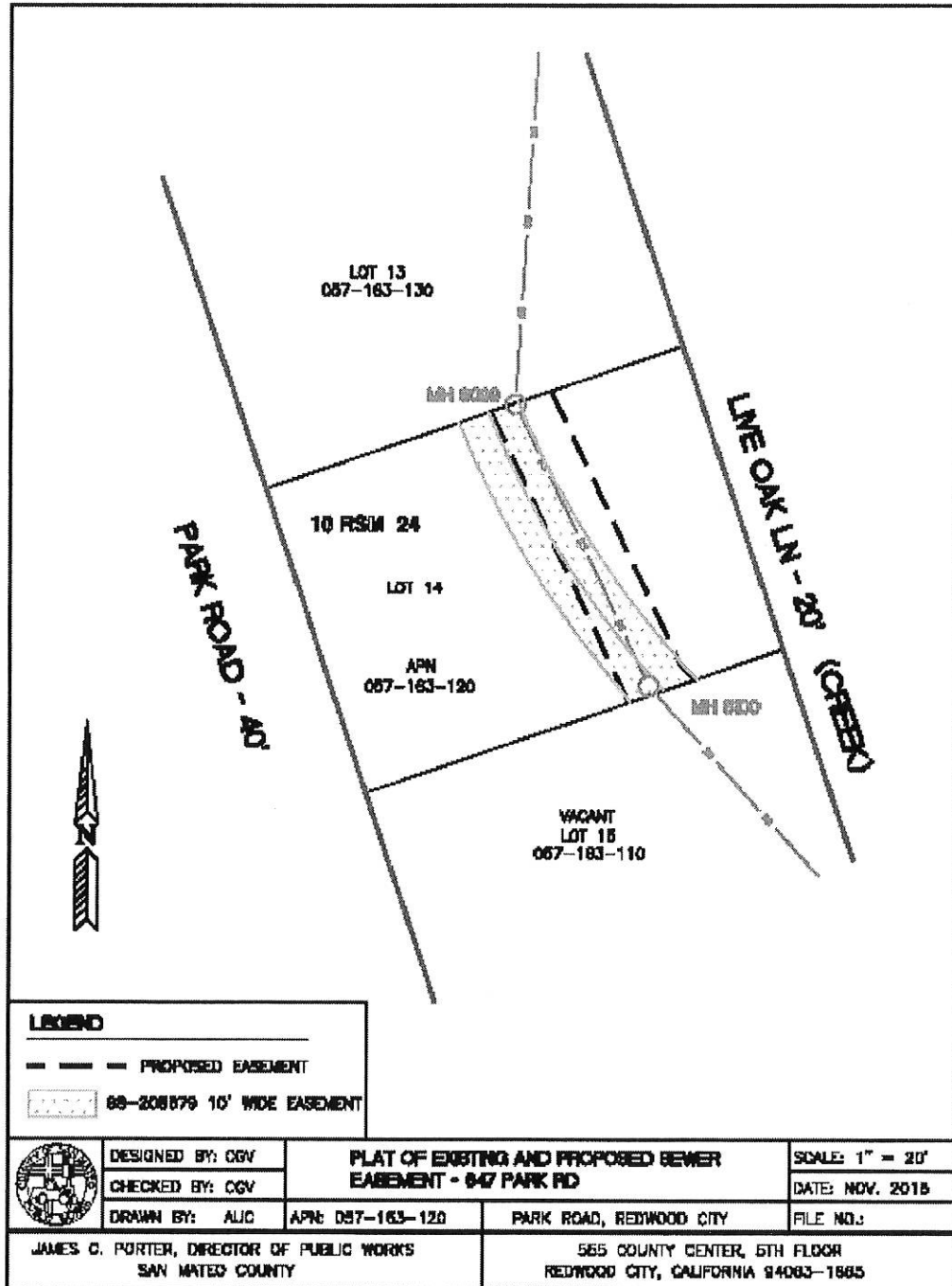


Exhibit B

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

County of San Mateo
CMO/Real Property Division
Pony No. CM0165



OFFICIAL RECORDS OF SAN MATEO COUNTY
ASSESSOR-COUNTY CLERK-RECORDER
WARREN SLOCUM

Recorded at Request of
SAN MATEO COUNTY MANAGERS OFFICE
98-208679 12/14/98 02:26

Recording Fee: 0 MNAND

DOCUMENTARY TRANSFER TAX \$ 0
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Government entity acquiring title - exempt

Lynda Green - County of San Mateo - CMO/
Signature of Declarant or Agent determining tax — Firm Name Real Property
34

EASEMENT

GRANT DEED

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

ERNEST JOSEPH POLATI and TRACI M. POLATI, husband and wife as Community Property

hereby GRANT(S) to

The COUNTY OF SAN MATEO, a political subdivision of the State of California

the real property in the ~~City of~~ unincorporated
County of San Mateo

, State of California, described as

That certain sanitary sewer easement described on Exhibit "A" attached hereto and incorporated herein by reference.

APN 057-163-120 (Portion)

Dated 11-2-98

STATE OF CALIFORNIA }
COUNTY OF San Mateo } ss.

On November 2, 1998 before me,
Lynda Lee Green, Notary Public,
personally appeared Ernest Joseph Polati
and Traci M. Polati

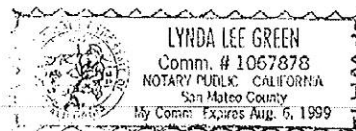
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lynda Lee Green

Ernest Joseph Polati
ERNEST JOSEPH POLATI

Traci M. Polati
TRACI M. POLATI



(This area for official notarial seal)

MAIL TAX STATEMENTS TO:

Ernest Joseph and Traci M. Polati
611 West California Way
Redwood City, CA 94062

EXHIBIT "A"

AN EASEMENT for the installation, maintenance, and repair of a sanitary sewer with the right of ingress and egress thereto over the following described portion of Lot 14, "Map of Emerald Lake Park Map No. 3", filed September 5, 1919, in Book 10, Subdivision Maps of San Mateo County, Page 24, said easement being 10 feet in width and lying 5 feet on each side of the following curved centerline:

Beginning at a point in the southerly line of said Lot 14 distant thereon South 70° 30' West 20.00 feet from the most easterly corner thereof and running thence northerly, on the arc of a curve to the right, a radial line to the beginning of said curve bearing South 45° 57' West, having a radius of 140 feet, a central angle of 28° 57' 18", an arc length of 70.75 feet to the northerly line of this lot and the terminus of this easement. The side lines of this easement shall be lengthened or shortened to provide a uniform 10 foot width throughout this lot.

APN 057-163-120 (Portion)

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Grant Deed dated Nov. 2, 1998, from ERNEST JOSEPH POLATI and TRACI M. POLATI, husband and wife, to the COUNTY OF SAN MATEO, a political subdivision of the State of California, is hereby accepted by order of the BOARD OF SUPERVISORS OF THE COUNTY OF SAN MATEO on TUESDAY, November 17, 1998, and the Grantee consents to recordation thereof by its duly authorized officer.

COUNTY OF SAN MATEO

By Tom Huening
PRESIDENT, BOARD OF SUPERVISORS
OF THE COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

ATTEST:

John A. H. H.
CLERK OF THE BOARD OF SUPERVISORS

Certificate of Delivery
(Government Code Section 25103)

I certify that a copy of the original document filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

Dale Ellen Young, Deputy
Clerk of the Board of Supervisors

L:\Real Property\Lynda\certofacceptpolati.doc

