

WHEN RECORDED MAIL TO:

**Att: Jean B. Savaree
City Attorney
City of Foster City
610 Foster City Blvd.
Foster City, Ca 94404**

**NO FEE DOCUMENT
Per Government Code 6103
No Document Transfer Tax
Per R & T Code 11922**

APN: 094-131-020

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE COUNTY OF SAN MATEO, a political subdivision of the State of California ("Grantor"), does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to CITY OF FOSTER CITY, a municipal corporation ("Grantee"), all that real property situated in Foster City, County of San Mateo, State of California, and more particularly described in Exhibit A attached hereto and by reference made a part hereof (the "Property")

This Quitclaim Deed is subject to the exceptions, reservations, covenants and agreements set forth in Exhibit B attached hereto and by this reference incorporated herein.

Mail Tax Statements to: [as above]

Date _____

COUNTY OF SAN MATEO

By: _____

**David G. Holland
Assistant County Manager**

EXHIBIT 'A'
Legal Description

All that real property situated in the city of Foster City, State of California, being described as follows:

Parcel 1 and Parcel 2 as described in that Director's Deed recorded on February 13, 1976 in Volume 7047 at Page 359, San Mateo County Official Records.

APN: 094-131-020

EXHIBIT 'B'

Conditions, Exceptions, Reservations, Covenants and Agreements

A. Limitation on Use of Property. The Property shall be used, operated, managed, preserved and maintained for public purposes, including but not limited to, park, public recreational use, concessions, construction lay down area or temporary parking, City corporation yard annex, material storage area, wetland mitigation site or telecommunication site by CITY in accordance with the terms, provisions and conditions of any use limitations applicable to the Property pursuant to the existing rights and obligations set forth below.

B. Right to Reacquire the Property. In the event that CITY (i) ceases to use and/or maintain the Property (or any portion thereof) for public purposes, (ii) abandons the Property or (iii) uses (or otherwise permits the use of) the Property for a use, purpose or activity other than a public purpose, COUNTY or its successors, as appropriate, shall have the right, but not the obligation, to reacquire title to and possession of the Property and all improvements located thereon from CITY at no charge to COUNTY or its successors. Should COUNTY or its successors, as appropriate, elect to exercise the right to reacquire title and possession of the Property, CITY or its successors, as appropriate, shall, upon the written request of COUNTY or its successors, cause the Property to be reconveyed and transferred to COUNTY or its successors at no charge.

C. "AS IS" Conveyance. COUNTY hereby expressly disclaims any and all representations, warranties and covenants concerning the Property and the condition thereof. The Property is being conveyed "AS IS" and "WITH ALL FAULTS." CITY has made such independent investigations as CITY deems necessary or appropriate concerning the Property and the condition thereof. CITY assumes all risks, obligations and liability of any and all direct, indirect, consequential, special or other damages of any kind which are or may be associated with or arise out of the Property; COUNTY shall not be liable to CITY for any direct, indirect, consequential, special or other damages of any kind which are or may be associated with or arise out of the Property.

D. Property is subject to all covenants, conditions, easements, restrictions, liens, encumbrances and other exceptions of record as of the date hereof.

E. Property shall be subject to an undefined access easement reserved to COUNTY, their successors and assigns, the scope of which shall be sufficient to allow COUNTY to meet ongoing responsibilities for Werder Pier. The location of such access easement shall be in CITY'S sole and absolute discretion.

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN MATEO)

On _____, before me, _____, 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.

Notary Public in and for said State

(SEAL)