

RECORDING REQUESTED BY
County of San Mateo

Parcel No. 057-081-200

WHEN RECORDED MAIL TO:
Real Property Services
County of San Mateo
455 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 9th day of July, 2013, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County") and CHRISTOPHE P. BODIN AND NADIA ODETTE THERESE BODIN, husband and wife as Joint Tenants ("Bodin") (hereafter the "Parties");

RECITALS

- I. **WHEREAS**, Bodin is owner of Assessor's Parcel Number 057-081-200, commonly known as 266 Sylvan Way, Redwood City, CA (hereafter the "Parcel"); and
- II. **WHEREAS**, County is owner of an existing easement over the Parcel for an existing sanitary sewer, which easement is described and shown in Exhibit B (the "Existing Easement"), attached hereto and incorporated herein by reference; and
- III. **WHEREAS**, an existing structure on the Parcel encroaches into a portion of the Existing Easement, and Bodin desires to grant County a new easement to eliminate the encroachment, which new easement is described and shown in Exhibit A (the "Proposed Easement"), attached hereto and incorporated herein by reference; and
- IV. **WHEREAS**, in consideration for the grant of the Proposed Easement, Bodin 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. Bodin hereby grants to County a perpetual 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 Parcels, which easement is described in the attached Exhibit A ("Proposed 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 Proposed 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 Proposed Easement, County shall quitclaim all right, title and interest in the sanitary sewer easement described in Exhibit B (Existing Easement). County shall record said quitclaim concurrently with the recording of this Agreement.
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.

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

"PARTIES"

CHRISTOPHE P. BODIN AND NADIA
ODETTE THERESE BODIN,
husband and wife as Joint Tenants

By: 
Christophe P. Bodin

By: 
Nadia Odette Therese Bodin

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

By: _____
Don Horsley
President, Board of Supervisors

ATTEST:

Clerk of Said Board

Resolution No. _____

**EXHIBIT A
PROPOSED EASEMENT**

**LEGAL DESCRIPTION OF A PROPOSED
SANITARY SEWER ACCESS EASEMENT**

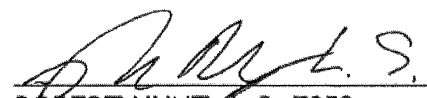
AN EASEMENT FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF A SANITARY SEWER WITHIN A PORTION OF LOT 6, BLOCK 206, "MAP OF FAIRWAYS OF EMERALD LAKE, SUBDIVISION 2," SAID MAP FILED SEPTEMBER 24, 1925 AND RECORDED IN MAP BOOK 12, PAGES 59, 60 AND 61 INCLUSIVE, SAN MATEO COUNTY RECORDS, CALIFORNIA, ALONG WITH THE RIGHT OF INGRESS AND EGRESS THERETO ON, OVER, UNDER AND ACROSS A STRIP OF LAND 10 FEET IN WIDTH, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT DISTANT THEREON SOUTH 61°00'50" EAST 56.24 FEET FROM THE MOST NORTHERLY CORNER THEREOF;

THENCE LEAVING SAID NORTHEASTERLY LINE ALONG THE CENTERLINE OF AN EXISTING SEWER LINE SOUTH 6°41'02" EAST 33.25 FEET & SOUTH 8°10'58" EAST 40.72 FEET TO THE SOUTHWEST LINE OF SAID LOT, DISTANT THEREON SOUTH 82°49'50" EAST 49.16 FEET FROM THE MOST SOUTHWESTERLY CORNER THEREOF.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTED SO AS TO BEGIN AT THE NORTHEASTERLY LINE AND END AT THE SOUTHWEST LINE OF SAID LOT.

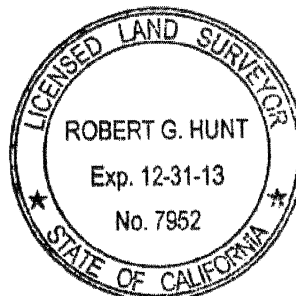
AMERICAN BASELINE COMPANY



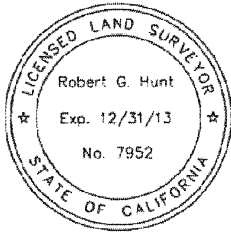
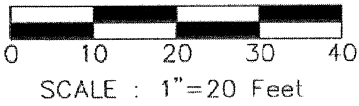
ROBERT HUNT, L.S. 7952
LICENSE EXPIRES 12-31-13



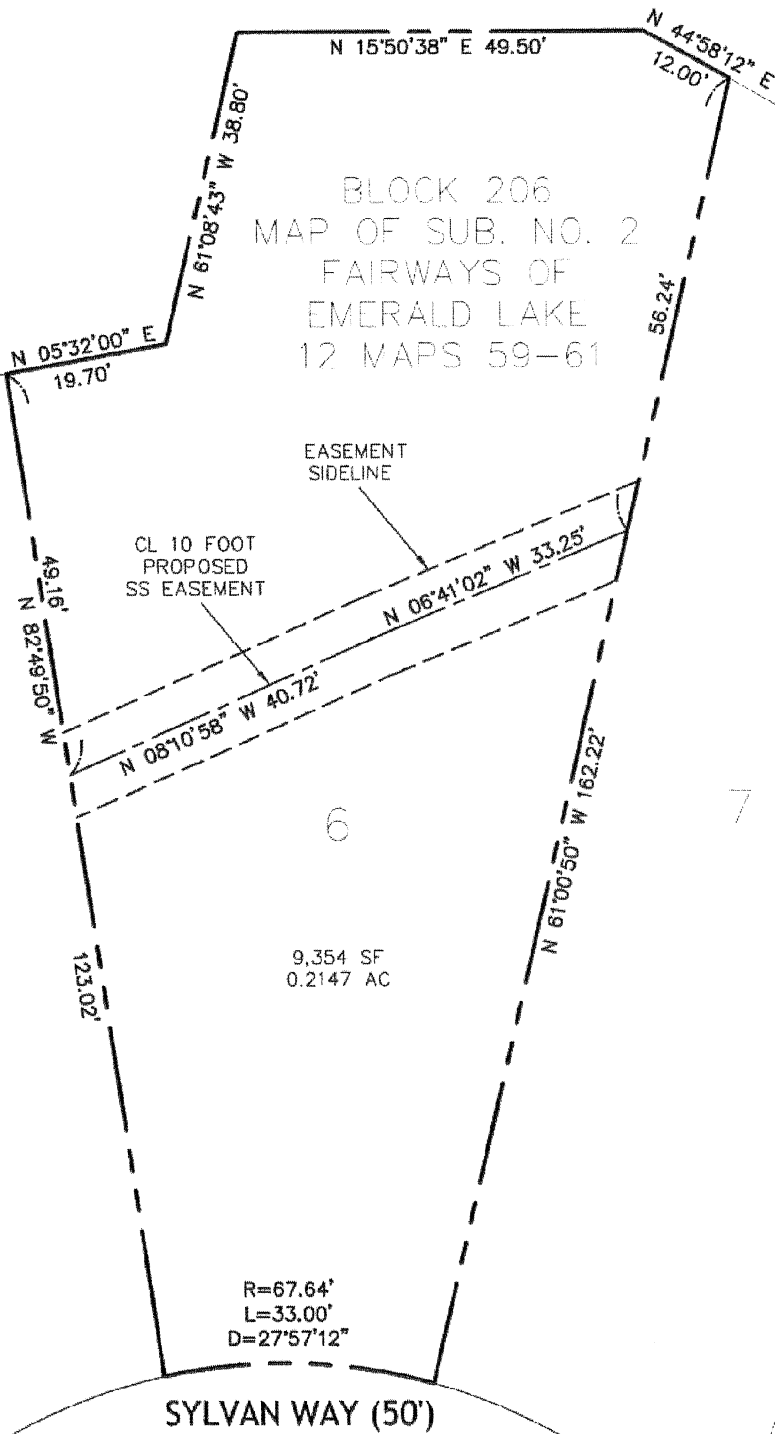
DATE



END OF THIS DESCRIPTION



Robert G. Hunt
9/28/12



American Baseline Company
16570 Church St., #165, Morgan Hill, CA 95037
408/394-9281, americanbaseline.com

PROPOSED EASEMENT
PORTION OF LOT 6, BLK 206
BOOK 12 OF MAPS, PAGES 59-61
SAN MATEO COUNTY, CALIFORNIA

SCALE: 1"= 20'
DATE: OCTOBER 2012
BY: RGH
JOB: SYLVAN WY

**EXHIBIT B
EXISTING EASEMENT**

**LEGAL DESCRIPTION OF AN EXISTING
SANITARY SEWER ACCESS EASEMENT**

AN EASEMENT FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF A SANITARY SEWER WITHIN A PORTION OF LOT 6, BLOCK 206, "MAP OF FAIRWAYS OF EMERALD LAKE, SUBDIVISION 2," SAID MAP FILED SEPTEMBER 24, 1925 AND RECORDED IN MAP BOOK 12, PAGES 59, 60 AND 61 INCLUSIVE, SAN MATEO COUNTY RECORDS, CALIFORNIA, ALONG WITH THE RIGHT OF INGRESS AND EGRESS THERETO ON, OVER, UNDER AND ACROSS A STRIP OF LAND 10 FEET IN WIDTH, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT DISTANT THEREON SOUTH 61°00'50" EAST 61.50 FEET FROM THE MOST NORTHERLY CORNER THEREOF;

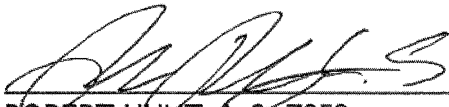
THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 12°22'23" EAST 73.84 FEET TO THE SOUTHWEST LINE OF SAID LOT, DISTANT THEREON SOUTH 82°49'50" EAST 60.00 FEET FROM THE MOST SOUTHWESTERLY CORNER THEREOF.

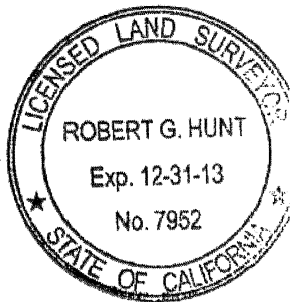
THENCE ALONG SAID SOUTHWEST LINE NORTH 82°49'50" WEST 10.62.

THENCE LEAVING SAID SOUTHWEST LINE NORTH 12°22'23" WEST 79.10 FEET TO SAID NORTHEASTERLY LINE.

THENCE SOUTH 61°00'50" EAST 13.32 TO THE POINT OF BEGINNING.

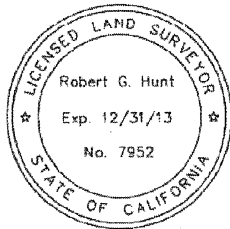
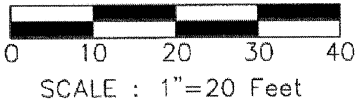
AMERICAN BASELINE COMPANY


ROBERT HUNT, L.S. 7952
LICENSE EXPIRES 12-31-13



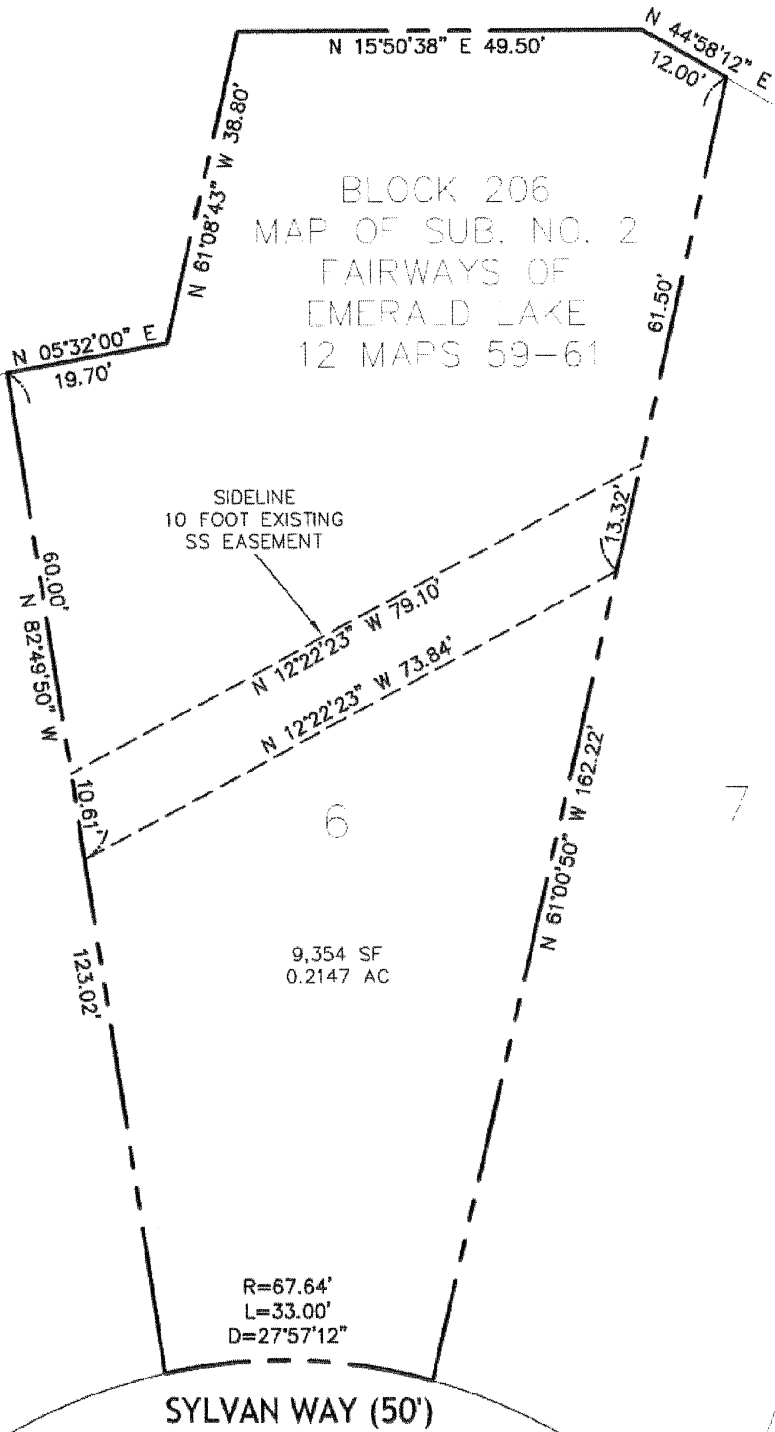
10/29/12
DATE


END OF THIS DESCRIPTION



Robert G. Hunt
9/28/12

5




American Baseline Company
16570 Church St., #165, Morgan Hill, CA 95037
408/394-9281, americanbaseline.com

EXISTING EASEMENT
PORTION OF LOT 6, BLK 206
BOOK 12 OF MAPS, PAGES 59-61
SAN MATEO COUNTY, CALIFORNIA

SCALE: 1"= 20'
DATE: OCTOBER 2012
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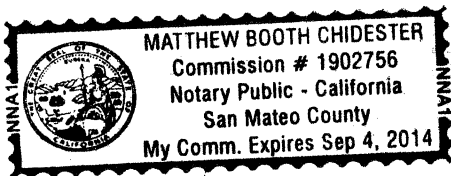
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN MATEO

On 6/5/2013 before me, MATTHEW BOOTH CHIDESTER, NOTARY PUBLIC

personally appeared CHRISTOPH P. BOBIN AND MARIA ODETTE THERESE BOBIN



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 ~~this/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 of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AGREEMENT, DEED AND EXCHANGE OF EASEMENTS

Document Date: 7/9/2013 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here