

RECORDING REQUESTED BY
County of San Mateo

Parcel No. 073-270-060

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 SANDEEP KUNWAR AND PURVI MODY KUNWAR, TRUSTEES OF THE MODY KUNWAR TRUST DATED FEBRUARY 14, 2003 ("Kunwar") (hereafter the "Parties");

RECITALS

- I. **WHEREAS**, Kunwar is owner of Assessor's Parcel Number 073-270-060, commonly known as 3 Quail Meadow Court, Woodside, CA (hereafter the "Parcel"); and
- II. **WHEREAS**, County is owner of existing easements over the Parcel for existing sanitary sewer improvements, which easements are described and shown in Exhibit C (the "Existing Easements"), attached hereto and incorporated herein by reference; and
- III. **WHEREAS**, Kunwar desires to grant County new easements to allow Kunwar to make certain improvements to portions of the Parcel that are currently encumbered by the Existing Easements, which new easements are described and shown in Exhibit A and Exhibit B (the "Proposed Easements"), attached hereto and incorporated herein by reference; and
- IV. **WHEREAS**, in consideration for the grant of the Proposed Easements, Kunwar desires that County quitclaim all right, title and interest in the Existing Easements, 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. Kunwar hereby grants to County perpetual easements for the purpose of constructing, repairing, maintaining, replacing, renewing and using underground pipelines and appurtenant facilities for sanitary sewer purposes, public utilities and appurtenant facilities, and for all other connected and associated purposes, together with the right of ingress and egress over said easements for the aforesaid purposes, over, under, and across the Parcels, which easements are described in the attached Exhibit A and Exhibit B (the "Proposed Easements") and are 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 Easements.
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 Easements, County shall quitclaim all right, title and interest in the easements described in Exhibit C (Existing Easements). 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.

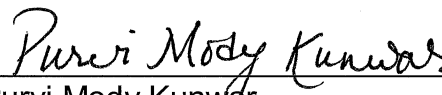
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IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

"PARTIES"

SANDEEP KUNWAR AND PURVI
MODY KUNWAR, TRUSTEES OF THE
MODY KUNWAR TRUST DATED
FEBRUARY 14, 2003

By: 
Sandeep Kunwar
Trustee

By: 
Purvi Mody Kunwar
Trustee

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
For 15' Sanitary Sewer Easement**

Situate in the Town of Woodside, County of San Mateo, State of California, and being a portion of Lot 2, as shown on that certain subdivision map entitled, "Subdivision Map No. 137 Quail Meadows" which was filed for record in Volume 104 of Maps at Pages 79-82, on March 23, 1981, San Mateo County records, being a reconfiguration of the 15-foot wide sanitary sewer easement running northeasterly through the southeasterly portion of said Lot, said reconfiguration being more particularly described as follows:

BEGINNING at the most southeasterly corner of Lot 2;

1. thence along the southerly line of said Lot, North 68°17'29" West, a distance of 204.42 feet, to the True Point of Beginning;
2. thence continuing along said line, N 68°17'29" West, a distance of 5.01 feet, to an angle point in said southerly line;
3. thence continuing along said line, North 71°04'52" West, a distance of 10.07 feet;
4. thence leaving said line, North 25°42'00" East, a distance of 101.45 feet;
5. thence North 46°52'52" East, a distance of 165.03 feet;
6. thence North 51°22'17" East, a distance of 75.14 feet, to the northeasterly line of said Lot;
7. thence along said line, South 24°15'45" East, a distance of 10.17 feet to an angle point in said northeasterly line;
8. thence continuing along said line, South 15°41'14" East, a distance of 5.59 feet;
9. thence leaving said line, South 51°22'17" West, a distance of 69.85 feet;
10. thence South 46°52'52" West, a distance of 161.64 feet;
11. thence South 25°42'00" West, a distance of 97.10 feet, to the True Point of Beginning;

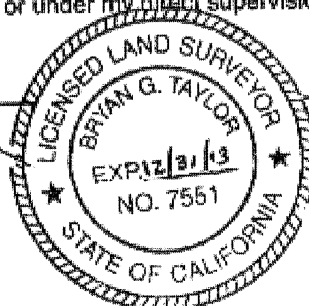
Containing an area of 5,030 square feet, more or less

END OF DESCRIPTION

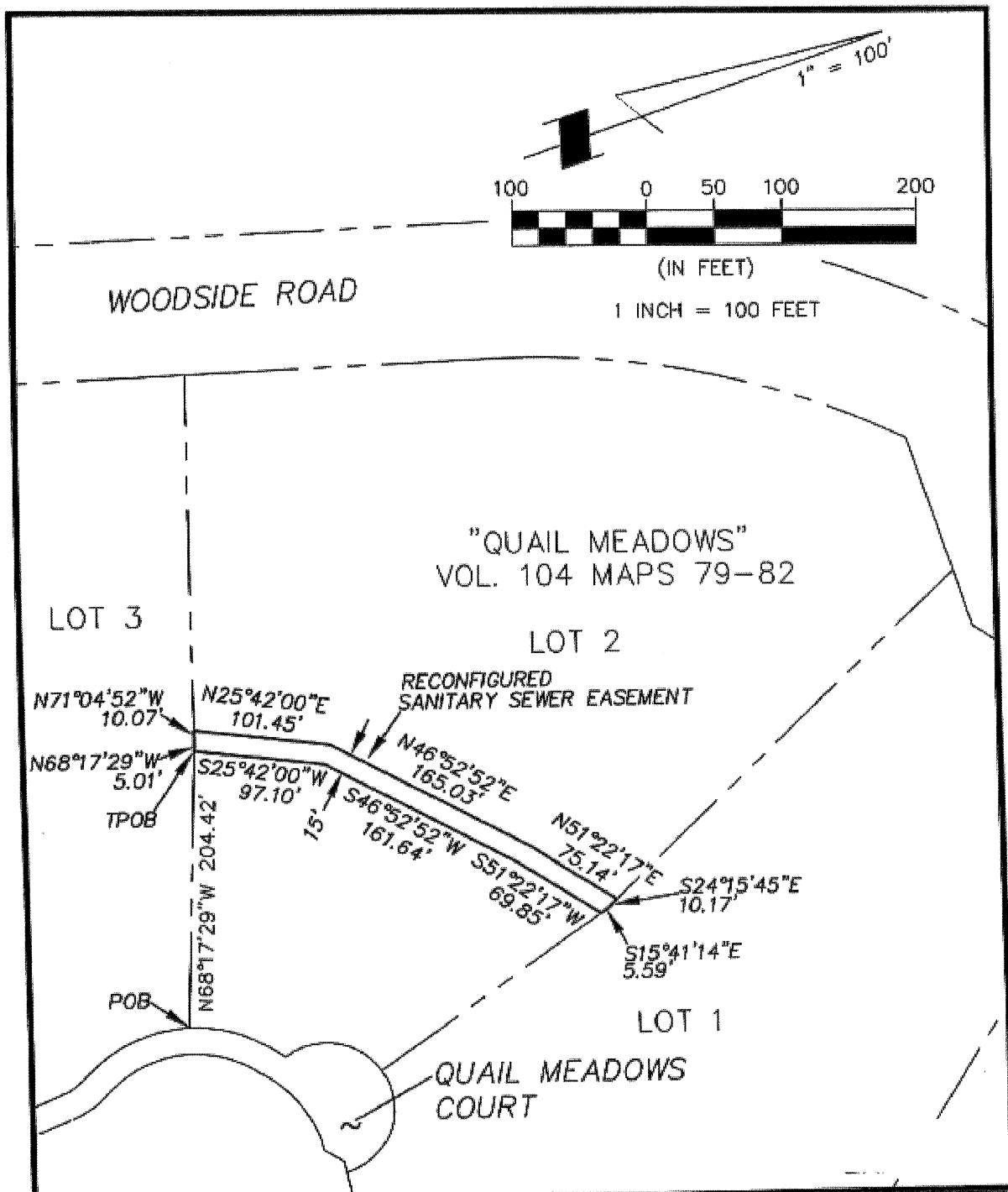
The herein described parcel is shown on the attached map, Exhibit B, of this legal description, and is made a part hereof.

This description was prepared by me or under my direct supervision.

Bryan G. Taylor, PLS
License No. 7551, Expires 12/31/13



16 AUGUST 2012
Date



PLAT ACCOMPANYING LEGAL DESCRIPTION



BGT LAND SURVEYING
San Mateo, California
P (650) 212-1030 F (650) 212-1031

SANITARY SEWER EASEMENT

TOWN OF WOODSIDE
SAN MATEO COUNTY
CALIFORNIA

SCALE SHEET
1"=100' 1 OF 1
DATE JOB
07/12 12-009

**EXHIBIT B
PROPOSED EASEMENT**

**LEGAL DESCRIPTION
For 20' Sanitary Sewer and Public Utilities Easement**

Situate in the Town of Woodside, County of San Mateo, State of California, and being a portion of Lot 2, as shown on that certain subdivision map entitled, "Subdivision Map No. 137 Quail Meadows" which was filed for record in Volume 104 of Maps at Pages 79-82, on March 23, 1981, San Mateo County records, being a reconfiguration of the 20-foot wide Sanitary Sewer Easement and Public Utilities Easement (6486 O.R. 383) running southeasterly through the southwesterly portion of said Lot, said reconfiguration being more particularly described as follows:

BEGINNING at the most westerly corner of Lot 2;

1. thence along the northwesterly line of said Lot, North 16°25'53" East, a distance of 155.06 feet, to the True Point of Beginning;
2. thence continuing along said line, North 16°25'53" East, a distance of 20.53 feet;
3. thence leaving said line, South 60°29'30" East, a distance of 248.14 feet;
4. thence South 46°23'49" East, a distance of 52.80 feet;
5. thence South 50°01'02" East, a distance of 69.16 feet;
6. thence South 54°28'23" East, a distance of 149.42 feet, to a point on the northwesterly curved right of way of Quail Meadows Court, a radial line to said point bears North 44°08'59" West;
7. thence along said curve, being a curve to the left, having a radius of 105.00 feet, through a central angle of 10°58'09", an arc length of 20.10 feet, to a point of nontangency, a radial line to said point bears North 55°07'08" West;
8. thence leaving said right of way, North 54°28'23" West, a distance of 148.50 feet;
9. thence North 50°01'02" West, a distance of 70.57 feet;
10. thence North 46°23'49" West, a distance of 50.96 feet;
11. thence North 60°29'30" West, a distance of 241.02 feet, to the True Point of Beginning

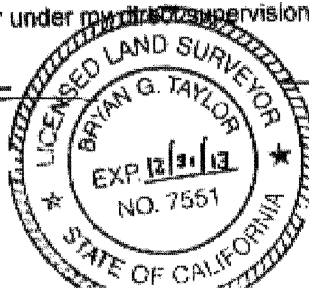
Containing an area of 10,299 square feet, more or less

END OF DESCRIPTION

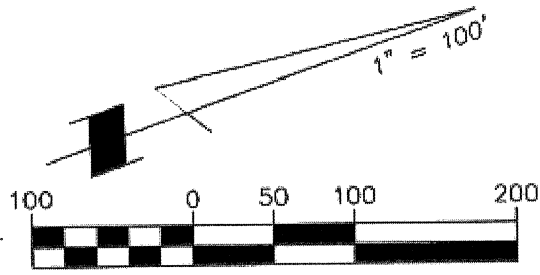
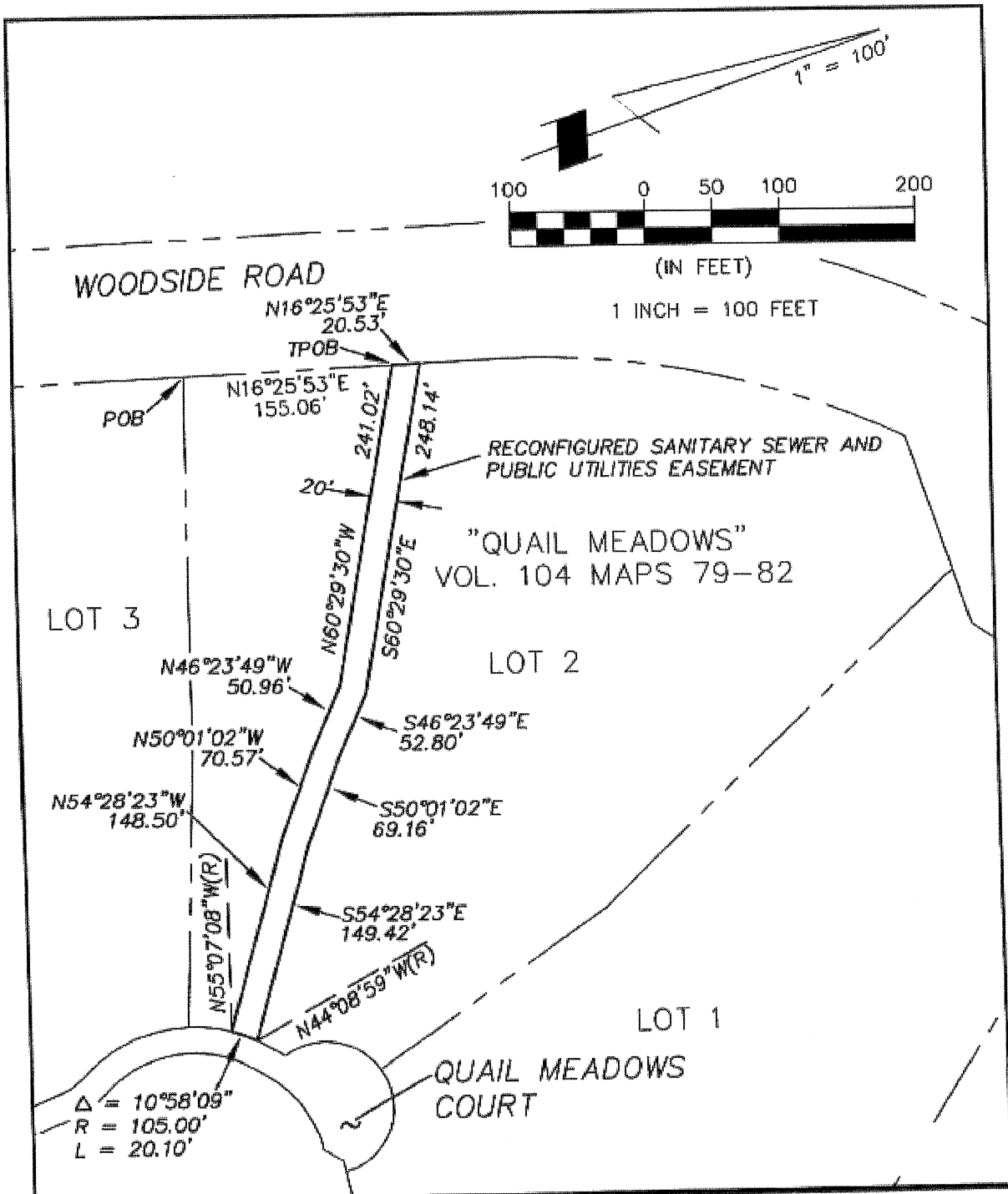
The herein described parcel is shown on the attached map, Exhibit B, of this legal description, and is made a part hereof.

This description was prepared by me or under my direct supervision.

Bryan G. Taylor, PLS
License No. 7551, Expires 12/31/13



16 AUGUST 2012
Date



PLAT ACCOMPANYING LEGAL DESCRIPTION

	SANITARY SEWER AND PUBLIC UTILITIES EASEMENT	SCALE SHEET 1"=100' 1 OF 1
	TOWN OF WOODSIDE SAN MATEO COUNTY CALIFORNIA	DATE JOB 07/12 12-009

**EXHIBIT C
EXISTING EASEMENTS**

**LEGAL DESCRIPTION
Easements to be Reconfigured**


Situate in the Town of Woodside, County of San Mateo, State of California, and being two easements shown within Lot 2, as shown on that certain subdivision map entitled, 'Subdivision Map No. 137 Quail Meadows' which was filed for record in Volume 104 of Maps at Pages 79-82, on March 23, 1981, San Mateo County records, being more particularly described as follows:

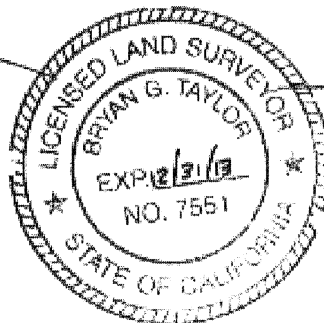
1. The "20' Sanitary Sewer Easement and Public Utilities Easement (6486 O.R. 383)," running northwesterly through the southwesterly portion of said Lot.
2. The "15' Sanitary Sewer Easement" running northeasterly through the southeasterly portion of said Lot.

END OF DESCRIPTION

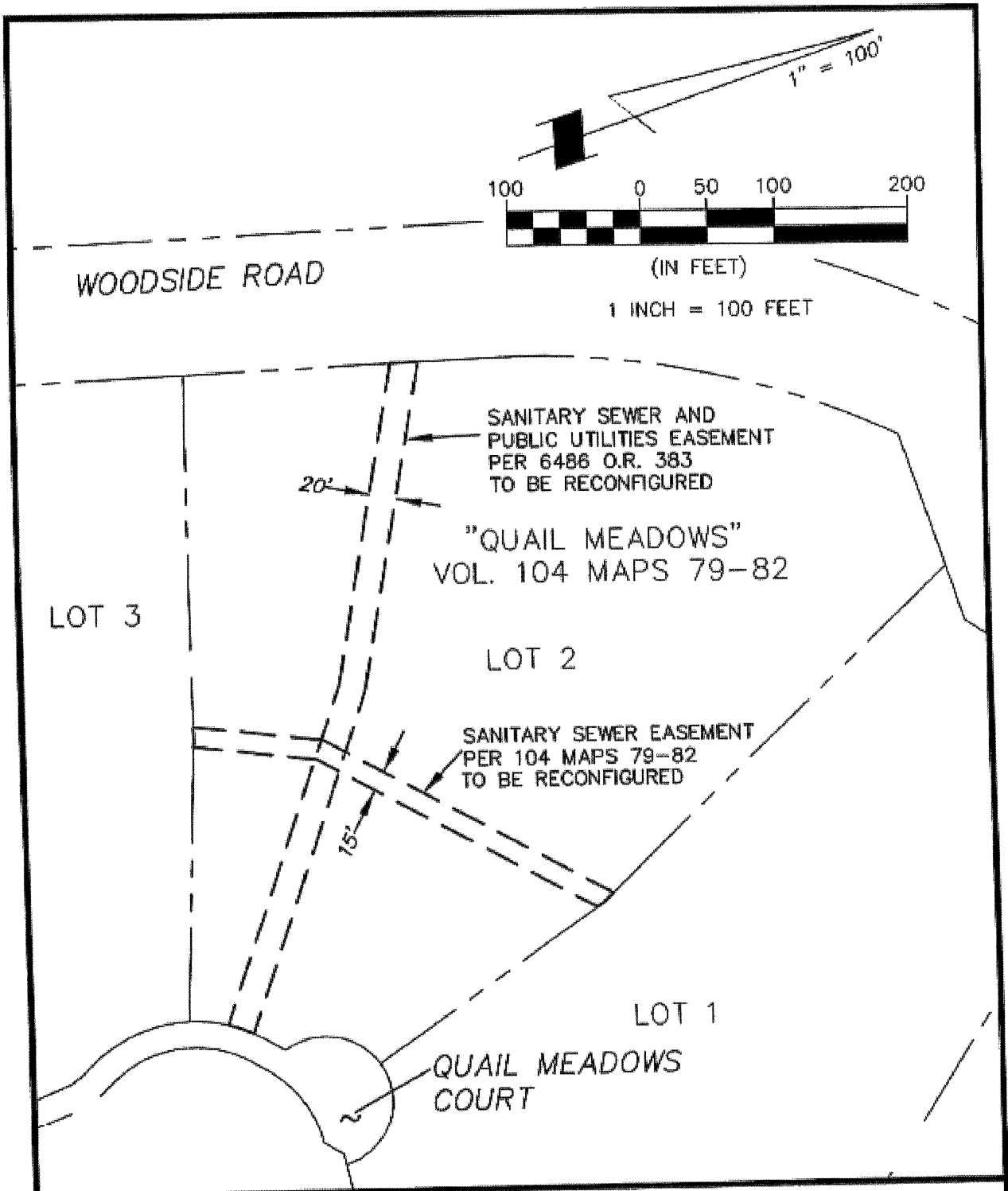
The herein described parcel is shown on the attached map, Exhibit B, of this legal description, and is made a part hereof.

This description was prepared by me or under my direct supervision.


Bryan G. Taylor, PLS
License No. 7551, Expires 12/31/13



16 AUGUST 2012
Date



PLAT ACCOMPANYING LEGAL DESCRIPTION

BET LAND SURVEYING
 San Mateo, California
 P (030) 212-1030 F (050) 212-1031

EASEMENTS TO RECONFIGURE

TOWN OF WOODSIDE
 SAN MATEO COUNTY
 CALIFORNIA

SCALE 1"=100'
 SHEET 1 OF 1
 DATE 07/12 JOB 12-009

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

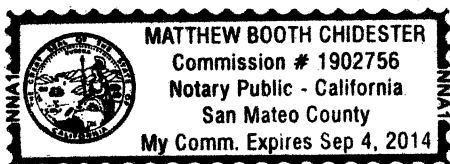
State of California

County of SAN MATEO

On 6/5/2013
Date

before me, MATTHEW BOOTH CHIDESTER, NOTARY PUBLIC
Here Insert Name and Title of the Officer

personally appeared PURVI MODY KUNWAR
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 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: 9

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
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RIGHT THUMBPRINT
OF SIGNER
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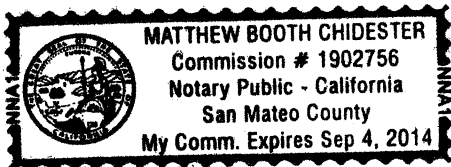
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN MATEO

On 6/6/2013 before me, MATTHEW BOOTH CHIDESTER, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared SANDEEP KUNWAR
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 of Notary Public

Place Notary Seal Above

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☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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