

COUNTY OF SAN MATEO

AGREEMENT FOR DONATION

THIS AGREEMENT is between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Richard Elmo Haskins and Arthur Lee Haskins (each, an "OWNER," and collectively, the "OWNERS").

RECITALS

- A. OWNERS own certain real property in Daly City, commonly known as the Daly City Dunes and referred to as Assessors Parcel Numbers ("APNs") 003-460-280 and 003-404-070 , hereinafter referred to as the "PROPERTY".
- B. The PROPERTY is adjacent to San Bruno Mountain State and County Park.
- C. The PROPERTY is undeveloped and has geological and ecological significance and would add 3.23 acres to San Bruno Mountain State and County Park.

The parties hereby agree as follows:

1. PROPERTY

OWNERS agree to donate to COUNTY the PROPERTY on the terms and conditions set forth in this AGREEMENT. Legal descriptions of the PROPERTY are attached hereto as Exhibit "A," and are incorporated herein by reference. Plats of the PROPERTY are attached hereto as Exhibit "B," and are incorporated herein by reference. OWNERS affirm that they are the OWNERS of the all rights with respect to the PROEPRTY to be conveyed under this AGREEMENT and that they are empowered to execute all conveyance documents contemplated under this AGREEMENT.

2. DELIVERY OF DOCUMENT

The conveyance documents for the PROPERTY will be executed and delivered by OWNERS to COUNTY, free and clear of any taxes then due and owing, for the purpose of recording in the office of the County Clerk-Recorder for the County of San Mateo. COUNTY shall not be deemed to have accepted delivery of the PROPERTY until the documents are recorded in the Official Records of the County of San Mateo, California.

3. WAIVER OF COMPENSATION/REIMBURSEMENT

It is agreed that the PROPERTY is being donated to the COUNTY by the undersigned OWNERS for no consideration; provided, however, that COUNTY agrees to reimburse OWNERS in the amount of up to Two-Thousand Five Hundred Dollars (\$2500.00) toward an appraisal of the PROPERTY completed by an MAI-certified appraiser reasonably satisfactory to the COUNTY.

Said amount will be reimbursed to OWNERS by COUNTY within ninety (90) days of receipt of a qualifying appraisal report and the full execution of this AGREEMENT.

4. OWNERS'S INDEMNIFICATION

OWNERS covenant and agree to indemnify and hold the COUNTY harmless from any and all claims that third parties may make or assert with respect to the title to the PROEPRTY and any improvements located on the PROPERTY. OWNERS agree that this donation is a voluntary conveyance of PROPERTY, without compensation, except as specifically described in Section 3 of this AGREEMENT.

5. LEASE WARRANTY

OWNERS warrant there are no oral or written leases on any portion of the PROPERTY.

6. COUNTY'S USE AND LIABILITY

As of the date that the COUNTY accepts delivery of the PROPERTY, COUNTY hereby releases OWNERS from any liability arising from any claim related to the COUNTY'S ownership or continued use of the PROPERTY.

7. SEVERABILITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

8. GOVERNING LAW

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California.

9. AUTHORITY AND EXECUTION

This AGREEMENT which is valid only when executed by COUNTY, constitutes the complete understanding and agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof or be binding.

10. ENTIRE AGREEMENT

The performance of this AGREEMENT constitutes the entire consideration for the donation from OWNERS and shall relieve the COUNTY of all further obligation or claim on this account.

This AGREEMENT shall bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

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

OWNERS

Date: _____

Richard Elmo Haskins,
a married man, as his sole and separate property

By: _____

Date: _____

Arthur Lee Haskins,
a married man, as his sole and separate property

By: _____

ATTACH:
Exhibit "A"
Exhibit "B"

COUNTY

Date: _____

By: _____

Its" _____

EXHIBIT A

The land referred to is situated in the County of San Mateo, City of , State of California, and is described as follows:

PARCEL ONE:

Lot 27, Block 7, as designated on the map entitled "Blossom Valley, Unit No. 2A Daly City, San Mateo County, California", which map was filed in the office of the Recorder of the County of San Mateo, State of California, on May 24, 1978 in Book 97 of Maps at pages 58 and 59.

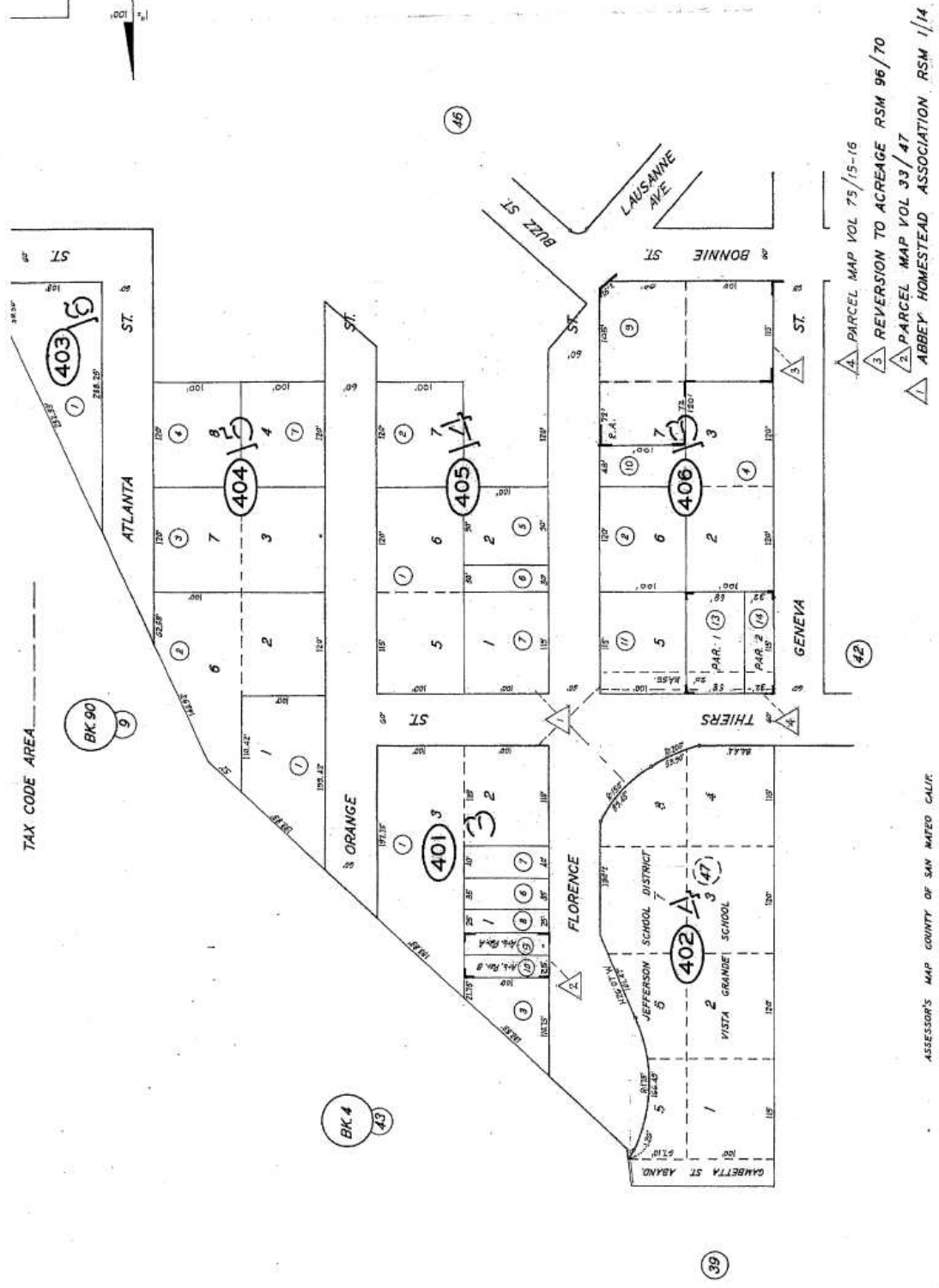
APN: 003-460-280-5 JPN: 97-058-007-27

PARCEL TWO:

Lot 4, Block 15, as designated on the Map entitled "Map of The Lands of the Abbey Homestead Association", which Map was filed in the office of the Recorder of the County of San Mateo, State of California, on January 2, 1872 in Book 15 of Deeds at Page 2 and 3 and copied in to Book 1 of Maps at Page 14.

APN: 003-404-070-9 JPN: 003-40-404-07

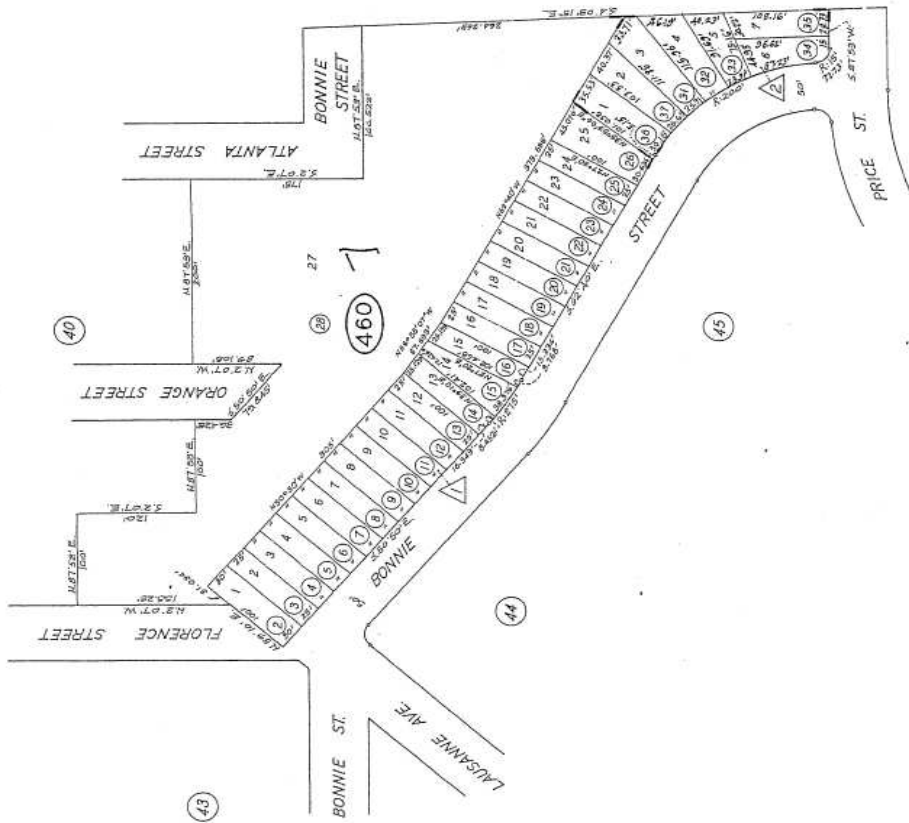
EXHIBIT B



3-46

EXHIBIT B cont.

TAX CODE AREA



2 BLOSSOM VALLEY UNIT NO. 28 RSM 116 / 29-30
1 BLOSSOM VALLEY UNIT NO. 24 RSM 97/58-59

ASSESSOR'S MAP COUNTY OF SAN MATEO CALIF.

U.N.

2-3-77