

AGREEMENT FOR CONVEYANCE OF REAL PROPERTY

This Agreement For Conveyance Of Real Property, (hereinafter referred to as "Agreement"), is made and entered into by and between the County of San Mateo, a political subdivision of the State of California, (hereinafter referred to as "County"), and SAMUEL TORRES AND MAXIMIANA TORRES, husband and wife as joint tenants, (hereinafter referred to as "Owner").

The parties hereby agree as follows:

1. DEMISE OF PROPERTY

Owner agrees to transfer to COUNTY and COUNTY agrees to accept from Owner pursuant to the terms and conditions set forth in this Agreement, real property interest identified herein and collectively referred to as "Property", whereas said Property will benefit the construction of San Benito Avenue Overflow Culvert in North Fair Oaks County Road Number 773 & 650, (hereinafter referred to as the "Project"), and such Property is further described and shown in the "Attachments", listed below, and attached hereto and made a part hereof:

Attachment "A" Easement for Drainage Pipeline

2. COMPENSATION

In exchange for Conveyance of the easement, COUNTY shall construct the Project as proposed.

3. DELIVERY OF DOCUMENT

The Attachment(s) for the Property shall be executed and delivered by Owner to COUNTY. COUNTY shall not be deemed to have accepted delivery of the Property until such time as the Attachment(s) are recorded in the Official Records of County of San Mateo, California.

4. POSSESSION

Owner agrees that COUNTY and its authorized agents and contractors may enter upon the Property, described herein for purposes of performing activities related to and incidental to the construction of the Project, inclusive of the right to remove and dispose of any improvements.

5. CONSTRUCTION CONTRACT WORK

COUNTY shall at no expense to Owner, reconstruct Owner's asphalt. Said work shall be performed within 180 days after the installation of the pipeline on the Property. Said reconstruction shall include the removal and disposal of asphalt as required. COUNTY shall use reasonable efforts to complete such reconstruction work in as short a period as possible to minimize disruption to the tenants/occupants on the site.

It is agreed that all work performed under this Agreement by COUNTY and situated within the Property shall be done in a good and workmanlike manner. All structures, improvements or other facilities when removed, relocated or reconstructed by COUNTY, shall be left in as good condition as found.

It is further understood that after completion of above specified work performed under this Agreement, said Property shall hereinafter be considered Owner's sole Property and Owner will be responsible for all maintenance and repair thereto.

6. OWNER'S INDEMNIFICATION

Owner covenants and agrees 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 Property and any improvements therein.

7. RECONSTRUCTION OF OWNER'S REMAINDER PROPERTY

COUNTY and its authorized agents and contractor are hereby granted permission to enter onto Owner's remainder property to reconstruct Owner's driveways, walkways, lawn and landscaped areas, (hereinafter referred to as "Remainder"), as necessary to conform same to the street frontage improvements, including re-grading and replanting any affected lawn and landscaped areas. The cost of such reconstruction of the Remainder property shall be borne by COUNTY, at no expense to Owner.

8. LEASE WARRANTY

Owner warrants there are no oral or written leases on any portion of the Property exceeding a period of one (1) month, except the lease with [*add, if applicable, the name of lessee or tenant; if none - insert "none".*]

9. COUNTY'S INDEMNIFICATION

COUNTY shall indemnify, defend, and hold harmless Owner, its directors, officers, affiliates, agents, and employees from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees caused by COUNTY's activities allowed by this Agreement except and in proportion to the extent caused by an act or omission of Owner or Owner's agents, representatives, employees, consultants and/or contractors. The foregoing indemnity shall also be inapplicable to any adverse condition or defect on or affecting the Property not caused by COUNTY or its employees, agents, contractors, or subcontractors but discovered or impacted during their activities; provided, however, that COUNTY's indemnification obligations shall apply to the extent such adverse condition or defect is exacerbated by COUNTY's actions.

COUNTY agrees to release Owner from all liability arising from COUNTY exercising its rights under this Agreement. Furthermore, COUNTY agrees to assume responsibility for any damages to Owner's Retained Property caused by reason of the COUNTY's use of the Property under this Agreement, and will, at COUNTY's option, either repair or pay for such damage.

10. 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.

11. GOVERNING LAW

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

12. AUTHORITY AND EXECUTION

WHEN RECORDED RETURN TO:

REAL ESTATE DIVISION
COUNTY OF SAN MATEO
455 County Center, 4th Floor
Redwood City, CA 94063

NO FEE DOCUMENT

Per Government Code 6103
No Document Transfer Tax
Per R & T Code 11922

APN: 060-123-460

Project: _____

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR DRAINAGE PIPELINE

Samuel & Maximiana, does hereby grant to the County of San Mateo, a political subdivision of the State of California, (hereinafter referred to as County), a drainage easement for the purpose of digging, constructing, reconstructing, repairing, and forever maintaining thereon, a drainage and/or overflow pipeline of such dimensions as County shall deem necessary for drainage purposes, over, under, and across that certain real property in the County of San Mateo, State of California, bounded and described as follows:

See Exhibits "A" and "B"
Attached hereto and made a part hereof;

together with the perpetual right and privilege of flowing water in, through, and along said pipeline in such amounts and at such times as County shall deem necessary, and the perpetual right of ingress to and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

Dated this 11th day of March, 2015

Samuel & Maximiana

Mayra Icela Torres

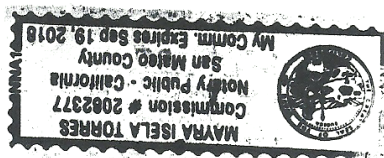


EXHIBIT "A"

THE CENTERLINE OF A 5 FOOT WIDE EASEMENT FOR DRAINAGE PURPOSES ACROSS THE PARCEL SITUATED IN UNINCORPORATED SAN MATEO COUNTY DESCRIBED IN INSTRUMENT NUMBER 85056247 RECORDED JUNE 6, 1985 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID INSTRUMENT NUMBER ALSO BEING A POINT ON THE SOUTHERLY LINE OF THE 80 FOOT WIDE STRIP OF LAND DESIGNATED RIGHT OF WAY OF THE SAN FRANCISCO PUBLIC UTILITIES COMMISSION THENCE NORTH 88 DEGREES 38 MINUTES 12 SECONDS WEST 10.44 FEET TO THE TRUE POINT OF BEGINNING

THENCE SOUTH 27 DEGREES 04 MINUTES 42 SECONDS WEST 79.07 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE FIRST MENTIONED INSTRUMENT NUMBER ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY OF SAN BENITO AVENUE (FORMERLY THIRTEENTH AVENUE) BEARING NORTH 63 DEGREES 48 MINUTES 00 SECONDS WEST 10.39 FEET FROM THE SOUTHEAST CORNER OF THE FIRST MENTIONED INSTRUMENT NUMBER

END OF DESCRIPTION

THE EASEMENT FOR DRAINAGE PURPOSES IS LOCATED 2.50 FEET ON EACH SIDE OF THE ABOVE DESCRIBED CENTERLINE

THE ABOVE DESCRIBED EASEMENT IS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

PRELIMINARY



EXHIBIT "B"

EASEMENT FOR DRAINAGE PURPOSES
APN 060123460 INST# 85056247

PRELIMINARY

LEGEND

----- CENTERLINE OF 5' WIDE DRAINAGE EASEMENT

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MAPS

9

ATHLONE WAY

S.F.P.U.C. RIGHT OF WAY 80'

N88°38'12"W

INST#
85056247
060-123-460

N63°48'00"W

10.44'

INST#
97166158
060-123-530

INST#
2007-136343
060-123-490

6 MAPS

7

6 MAPS 7

SCALE: 1" = 40'
CG VANDREY

(THIRTEENTH AVE. 6 M 7)
SAN BENITO

AVENUE

30'

10.39'

30'

N26°22'30"W

FENCE
WALK GARAGE
FENCE

N27°04'42"E 79.07'

N26°22'30"W