

**AGREEMENT FOR  
QUITCLAIM OF PROPERTY  
APN 037-142-020**

THIS AGREEMENT is between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and COASTSIDE PRESERVATION AND RECREATION INC., a California corporation, hereinafter referred to as "OWNER."

The parties hereby agree as follows:

**1. PROPERTY**

OWNER agrees to, and hereby does, quitclaim to COUNTY, certain property pursuant to the terms and conditions set forth in this AGREEMENT. The legal description of the PROPERTY is attached hereto as Exhibit "A," and incorporated herein by reference. A plat of the PROPERTY is attached hereto as Exhibit "B," and incorporated herein by reference. OWNER affirms that it is the OWNER of the property rights to be conveyed and is empowered to execute the conveyance document (i.e., a quitclaim deed) and this AGREEMENT.

**2. ESCROW**

Intentionally omitted.

**3. DELIVERY OF DOCUMENT**

The conveyance documents for the PROPERTY rights will be executed and delivered by OWNER to COUNTY 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 such time as the documents are recorded in the Official Records of County of San Mateo, California.

**4. WAIVER OF COMPENSATION**

OWNER agrees that it is quitclaiming its interest in the PROPERTY for no compensation other than as specifically set forth in this Agreement.

**5. 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 premises and any improvements. OWNER agrees that this is a voluntary conveyance of the PROPERTY, without compensation, except as specifically set forth herein, for the continued public use of the PROPERTY.

**6. LEASE WARRANTY**

OWNER warrants that there are no oral or written leases on any portion of the PROPERTY.

**7. COUNTY'S USE AND LIABILITY**

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

**9. 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.

**10. GOVERNING LAW**

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

**11. AUTHORITY AND EXECUTION**

This AGREEMENT, which is valid only when executed by COUNTY and OWNER, 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.

**12. ENTIRE AGREEMENT**

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

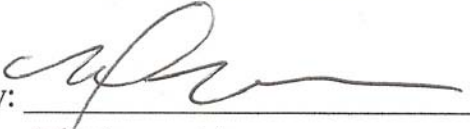
This AGREEMENT shall bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

**BALANCE OF PAGE INTENTIONALLY BLANK**

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

**OWNER**

Date: 12-4-13

By:   
NEIL MARILLEES

Its: PRESIDENT  
COASTSIDE PRESERVATION & RECREATION

**COUNTY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTACH:  
Exhibit "A"  
Exhibit "B"

**EXHIBIT 'A'**  
**Legal Description**

All that real property situated in the unincorporated County of San Mateo, State of California, described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 69, as designated on the map entitled "MAP OF MOSS BEACH ADDITION NO. 1 SAN MATEO CO. CAL.", which map was filed in the office of the Recorder of the County of San Mateo, State of California, on May 4, 1908 in Book 6 of Maps at page 10.

APN: 037-142-020

