

**AGREEMENT FOR EXCHANGE OF REAL PROPERTY  
(Escrow)**

This Agreement For Exchange 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 LLOYD RICHARD WILSON AND BONNIE J. WILSON, TRUSTEES, U.D.T. DATED SEPTEMBER 27, 2000, ENTITLED THE LLOYD R. AND BONNIE J. WILSON FAMILY TRUST Owner (hereinafter referred to as "Owner").

**RECITALS**

**I. WHEREAS**, Owner is the owner of Assessor's Parcel Number 049-142-530, also known as 55 Winding Way, San Carlos located in unincorporated San Mateo County (hereafter the "Owner Property"); and

**II. WHEREAS**, County is owner of an existing sanitary sewer easement that encumbers the Owner Property, which portion is described in Exhibit B (the "Existing Easement"), attached hereto and incorporated herein by reference; and

**III. WHEREAS**, Owner has requested, and County desires, to exchange the Existing Easement for a new Sanitary Sewer easement, which new easement (the "Proposed Easement"), is attached hereto and incorporated herein by reference as Exhibit A; and

**IV. WHEREAS**, the entirety of the County's Existing Easement will be quitclaimed to Owner and in exchange, Owner will convey the Proposed Easement to County; and

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. DEMISE OF PROPERTY**

Owner hereby grants to County a perpetual sewer easement for sewer purposes inclusive of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining thereon a sanitary sewer, of such dimensions as COUNTY shall deem necessary, together with all necessary appurtenances appertaining thereto, including a perpetual right of way over, under, upon and across at any time without notification, which easement is described in the ("Deed of Easement and Dedication, attached hereto as Exhibit A, and is subject to the conditions set forth in this Agreement and any other existing easements of record. In consideration for such grant of the Proposed Easement, County shall quitclaim all right, title and interest in the Existing Easement recorded October 8, 1958 in Book 3471 at Page 205 in the Official Records of the County of San Mateo under Recorders Serial Number 82126Q, being Exhibit B. County shall record said quitclaim concurrently with the recording of the Proposed Easement.

**2. WAIVER OF COMPENSATION AND ESCROW**

It is agreed that the property interests being exchanged are of equal value, inclusive of all improvements and damages. Owner hereby agrees to deliver title to County through escrow free and clear of all liens, encumbrances, assessments, easements, leases (recorded), and taxes unless otherwise indicated on the Escrow Instructions, attached hereto as Exhibit C and incorporated herein by this reference.

This transaction shall be held in escrow at Old Republic Title Company, (hereinafter referred to as "Escrow Agent") under their Escrow Number 626030853, (hereinafter referred to as "Escrow") located at 361 Lytton Avenue, Suite 100, Palo Alto, Ca 94301, as described in Exhibit "C".

**3. DELIVERY OF DOCUMENT/ESCROW**

The documents necessary to effect the exchange contemplated herein shall be executed and delivered by Owner to County and County to Owner for the purpose of placing them into Escrow. County and Owner shall not be deemed to have accepted delivery of the Property conveyed by any Exhibit(s) hereto until such time as the applicable Exhibits are recorded in the Official Records of County of San Mateo, California. Owner shall pay all costs to close Escrow, including escrow fees, document preparation fees, delivery charges, and recording fees as may be incurred in this transaction.

**4. OWNER'S INDEMNIFICATION**

Owner covenants and agrees to indemnify and hold 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.

**5. LEASE WARRANTY**

Owner warrants there are no oral or written leases on any portion of the Property within the Proposed Easement.

**6. 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.

**7. GOVERNING LAW**

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

**8. AUTHORITY AND EXECUTION**

This Agreement, which is valid only when approved by the County Board of Supervisors and 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.

**9. ENTIRE AGREEMENT**

The performance of this Agreement constitutes the entire consideration for the conveyances from Owner and shall relieve County of all further obligation or claim on this account, or on account of the location, grade or construction of the proposed public improvement and related facilities and/or structures.

This Agreement shall bind the respective heirs, personal representatives, successors, and assigns

of the parties hereto.

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

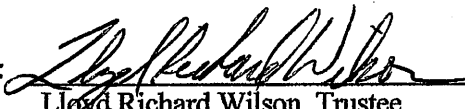
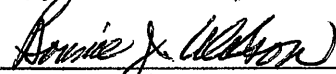
**COUNTY**

**LLOYD RICHARD WILSON AND BONNIE  
J. WILSON, TRUSTEES, U.D.T. DATED  
SEPTEMBER 27, 2000, ENTITLED THE  
LLOYD R. AND BONNIE J. WILSON  
FAMILY TRUST**

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

Date: 8-24-19

By: \_\_\_\_\_  
Carole Groom  
President, Board of Supervisors  
County of San Mateo

By:   
Lloyd Richard Wilson, Trustee  
  
Bonnie J. Wilson, Trustee

Address:

Telephone:

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Resolution No. \_\_\_\_\_

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

On August 24, 2019 before me,  
William Tsui, Notary Public, personally appeared

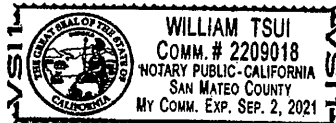
Lloyd Richard Wilson  
Bonnie J Wilson

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 *William Tsui*



(Seal)

**EXHIBIT A**

WHEN RECORDED RETURN TO:

REAL PROPERTY SERVICES DIVISION  
COUNTY OF SAN MATEO  
555 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063

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

APN: 049-142-530 (Portion of)

THIS SPACE FOR RECORDER'S USE ONLY

**DEED OF EASEMENT  
AND DEDICATION**

THIS DEED OF EASEMENT AND DEDICATION, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
BETWEEN

LLOYD RICHARD WILSON AND BONNIE J. WILSON, TRUSTEES, U.D.T. DATED SEPTEMBER 27, 2000, ENTITLED THE LLOYD R. AND BONNIE J. WILSON FAMILY TRUST, (hereinafter referred to as "Grantor"), AND

COUNTY OF SAN MATEO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the owner of that certain property situated in unincorporated County of San Mateo, identified as Assessor's Parcel Number 049-142-530 (the "Property");

WHEREAS, certain sanitary sewer lines, force mains, pipes, manholes and other appurtenances were installed and constructed over, under, upon and through a portion of the Property in accordance with specifications of Grantee (the "Sewer Facilities");

WHEREAS, Grantor desires to dedicate to Grantee, who desires to accept, a permanent sanitary sewer easement and right of way over, under, upon and across at any time without notification all that real property situated in unincorporated County of San Mateo, State of California, described as **EXHIBITS "A" and "B" attached hereto and made a part hereof** (the "Easement Area"); together with 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.

WHEREAS, Grantor desires to dedicate to Grantee, and Grantee desires to accept all of Grantor's right, title and interest in and to the Sewer Facilities installed within the Easement Area.

NOW THEREFORE, intending to be legally bound hereby, and for good consideration, the receipt and sufficiency whereof is acknowledged, Grantor and Grantee agree and covenant as follows:

1. The recitals above are hereby incorporated by reference and made a part hereof as if set forth in full.
2. Grantor hereby grants and conveys to Grantee a permanent sanitary sewer easement over, under, upon and through the Easement Area, depicted and described as EXHIBITS "A" and "B" for sewer purposes inclusive of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining thereon a sanitary sewer, of such dimensions as Grantee shall deem necessary, together with

all necessary appurtenances appertaining thereto, including a perpetual right of way over, under, upon and across at any time without notification all that real property situated in unincorporated County of San Mateo, State of California, described in **EXHIBITS "A" and "B"**; together with 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.

Any use of this Easement Area by Grantor or assignees or successors in interest, except for use as: (i) lawn or similar groundcover or (ii) driveways or surface parking, shall not be allowed except upon approval by, and at the discretion of, Grantee. Any allowable uses shall not be installed in a manner that will impede vehicular access by Grantee for maintenance purposes. Other than said allowable uses, each use proposed by Grantor must be acceptable to the Director of the Grantee's Department of Public Works ("Director"), and approved in writing, prior to such construction on or use of the Easement Area by the Grantor. For such approval, the Grantor shall contact the Grantee, or successor. Any use within the Easement Area not approved by Grantee's Director shall not in any way limit Grantee's rights granted herein. Even if Grantee's Director has approved the use, Grantee retains the right to remove all or any part of the approved use to allow Grantee to use the easement at any time pursuant to Grantee's rights granted herein. Grantee shall not be liable for any cost for the removal or replacement of improvements constructed by Grantor within the Easement Area.

3. Grantor additionally grants and conveys to Grantee title to the Sewer Facilities located within the Easement Area.

4. Grantor and Grantee, as those words are used herein, shall include the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has executed the Deed of Easement and Dedication on the day and year first written above.

Dated this 29 day of August, 2019

By: Lloyd Richard Wilson, Trustee

Print Name: Lloyd Richard Wilson, Trustee

Title: LLOYD RICHARD WILSON AND BONNIE J. WILSON, TRUSTEES, U.D.T. DATED SEPTEMBER 27, 2000, ENTITLED THE LLOYD R. AND BONNIE J. WILSON FAMILY TRUST

By: Bonnie J. Wilson, Trustee

Print Name: Bonnie J. Wilson, Trustee

Title: LLOYD RICHARD WILSON AND BONNIE J. WILSON, TRUSTEES, U.D.T. DATED SEPTEMBER 27, 2000, ENTITLED THE LLOYD R. AND BONNIE J. WILSON FAMILY TRUST

SEE ATTACHED  
NOTARY DOCUMENTATION

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

On August 29, 2019 before me,  
William Tsui, Notary Public personally appeared

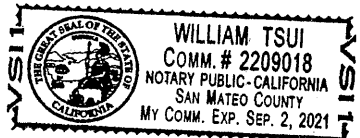
Lloyd Richard Wilson  
Bonnie J Wilson

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 [Handwritten Signature]



(Seal)



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

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**Carole Groom**  
**President, Board of Supervisors**  
**County of San Mateo**

# EXHIBIT "A"

## LEGAL DESCRIPTION

A strip of land 10 feet wide, in an unincorporated area of the county of San Mateo, State of California, being portion of Parcel "B" as shown on that Parcel Map recorded February 17, 1978, in Book 41 of Parcel Maps at Pages 15 & 16, Official Records of the County of San Mateo, California, the centerline of said strip is more particularly described as follows:

**COMMENCING** at the northeasterly corner of said Parcel "B", said point being on the southerly line of Winding Way;

**THENCE** along said southerly line South 55°29'30" West 36.11 feet to the **Point of Beginning**;

**THENCE** South 22°41'01" East 26.44 feet to a line parallel with and 5.00 feet westerly of the easterly line of said Parcel B;

**THENCE** along said parallel line South 4°18'00" West 40.91 feet;

**THENCE** South 45°46'15" West 23.87 feet to a line parallel with and 5.00 feet northerly of the southerly line of said Parcel "B" as measured perpendicular there to;


The sidelines of this strip are lengthened or shortened so as to commence on the southerly line of Winding Way and the line parallel with and 5.00 feet northerly of the southerly line of said Parcel B.

Said strip contains 912 square feet.

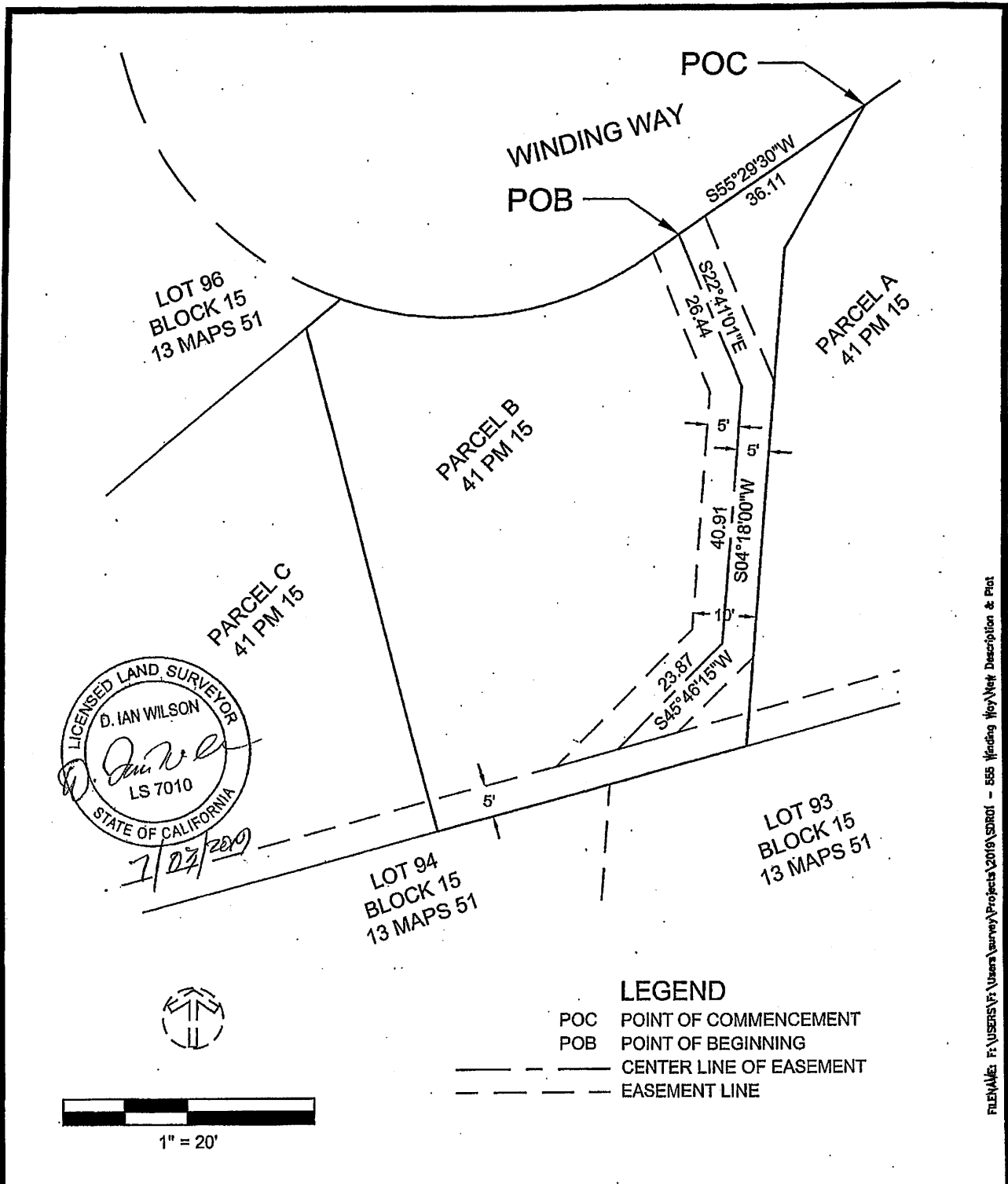
A plat, entitled **Exhibit "B"**, is attached herewith and by this reference made a part this description. This description without said Exhibit "B" is not valid.

## END OF DESCRIPTION

This description and plat were prepared by me or under my direction in March of 2019 in compliance with the provisions of the Professional Land Surveyors' Act (California Business & Professions Code §8700 et seq)

 7/03/2019  
\_\_\_\_\_  
D. Ian Wilson, PLS  
County Surveyor  
County of San Mateo





FILENAME: F:\USERS\F\Users\Survey\Projects\2019\SRD1 - B55 Winding Way\Net Description & Plat

	DESIGNED BY: DIW	PLAT OF LEGAL DESCRIPTION  <b>EXHIBIT B</b>	SCALE: AS SHOWN
	CHECKED BY: RCC		DATE: 03/28/2019
	DRAWN BY: DIW		FILE NO: 1/XXXX
JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY		555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063-1665	

## **EXHIBIT B**

RECORDING REQUESTED BY  
County of San Mateo

WHEN RECORDED MAIL TO  
AND MAIL TAX STATEMENTS TO

Lloyd Richard Wilson and Bonnie J. Wilson  
55 Winding Way, San Carlos, CA 94070

APN: 049-142-530 (Portion of)

Escrow No. 0626030853-AC

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## QUITCLAIM DEED

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**Grantor and Grantee are government agencies and therefore exempt from documentary transfer tax**

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
The COUNTY OF SAN MATEO, a political subdivision of the State of California, ("Grantor")**

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to

**LLOYD RICHARD WILSON AND BONNIE J. WILSON, TRUSTEES, U.D.T. DATED  
SEPTEMBER 27, 2000, ENTITLED THE LLOYD R. AND BONNIE J. WILSON FAMILY TRUST  
("Grantee")**

the real property in unincorporated County of San Mateo, State of California, described and shown in Exhibits A and B, respectively, attached hereto and incorporated herein by reference, together with any right, title and interest to the sanitary sewer pipes or sewer facilities within, over, under or through the real property (collectively, "Property").

Grantee acknowledges and agrees that the Property, including specifically all improvements and fixtures contained therein, is conveyed to and accepted by Grantee in its present condition, "AS-IS," "WHERE-IS, and "WITH ALL FAULTS," and that Grantee accepts the Property subject to all patent and/or latent physical conditions, whether or not known or discovered. Grantee, its heirs, successors and/or assigns, agree to defend, indemnify, protect and hold harmless Grantor, its officers, agents, employees, and servants from and against any and all claims, suits, or actions of every name, kind, and description arising out of or in any way connected with the Property, except as a result of Grantor's gross negligence, willful misconduct, or bad faith.

Dated: \_\_\_\_\_

COUNTY OF SAN MATEO

\_\_\_\_\_  
Carole Groom  
President, Board of Supervisors

# Exhibit "A"

## Legal Description

All that portion of the following described strip of land lying within Parcel B of the Parcel Map filed February 17, 1978 in Book 41 of Parcel Maps at Pages 15 & 16, Official Records of the County of San Mateo, California:

A strip of land six feet Wide lying adjacent to and westerly from the easterly line of Lot 95, Block 15, and terminating in the northerly and southerly lines of said lot, as said lot and block are shown on the map entitled "Devonshire Properties of Municipal Properties Company, Amended and Supplementary Map of Subdivision Number Four", recorded in Book 13 of Maps at pages 49, 50, and 51, San Mateo County records.

This strip description is taken from the Deed of Easement filed October 8, 1958 in Volume 3471 at Page 205, Official Records of the County of San Mateo, California.

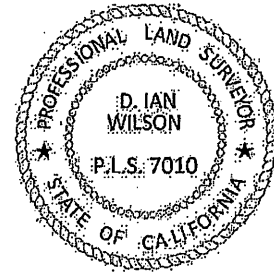
A plat, entitled **Exhibit "B"**, is attached herewith and by this reference made a part this description. This description without said Exhibit "B" is not valid.

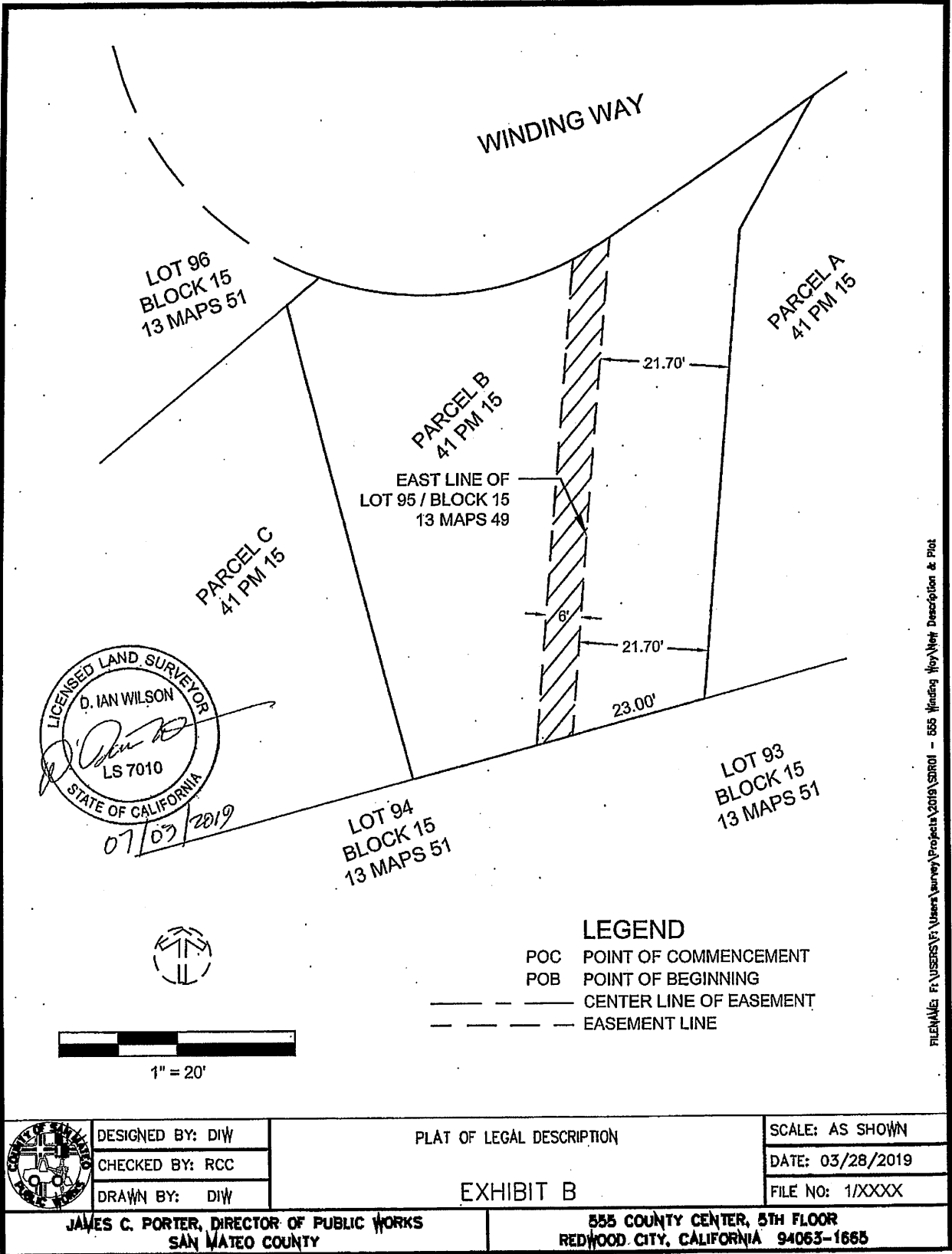
### END OF DESCRIPTION

This description and plat were prepared by me or under my direction in March of 2019 in compliance with the provisions of the Professional Land Surveyors' Act (California Business & Professions Code §8700 et seq)

 07/03/2019

D. Ian Wilson, PLS  
County Surveyor  
County of San Mateo





FILENAME: F:\USERS\DIW\Survey\Projects\2019\SR01 - 555 Winding Way\Net Description & Plat



DESIGNED BY: DIW  
 CHECKED BY: RCC  
 DRAWN BY: DIW

PLAT OF LEGAL DESCRIPTION  
 EXHIBIT B

SCALE: AS SHOWN  
 DATE: 03/28/2019  
 FILE NO: 1/XXXX

JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS  
 SAN MATEO COUNTY

555 COUNTY CENTER, 5TH FLOOR  
 REDWOOD CITY, CALIFORNIA 94063-1665

Mail Tax Statements as Directed Above

**EXHIBIT C**



**ESCROW INSTRUCTIONS TO:**

**Old Republic Title Company  
361 Lytton Avenue  
Palo Alto, Ca 94301**

**CONFIDENTIAL**

**This document contains personal information and pursuant to Civil Code 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure.**

**Date: August 20, 2019      Escrow No. : 0626030853      Preliminary Report Date: 11-21-18**

**Project: Sewer Exchange      Parcel No: 049-142-530 (Portion of)**

**Property Address: 55 Winding Way, San Carlos, Ca. 94070**

**Owner: LLOYD RICHARD WILSON AND BONNIE J. WILSON, TRUSTEES, U.D.T. DATED SEPTEMBER 27, 2000, ENTITLED THE LLOYD R. AND BONNIE J. WILSON FAMILY TRUST**

**YOU ARE HANDED HEREWITH:**

1. Demand of Grantor: \$0
2. Sewer Easement Deed, which you are authorized to deliver or record when you can issue a standard form CLTA title insurance policy with a liability in the amount of \$2,500.00 on the property as described in document handed you herewith for recording. No charge is to be paid by the County for recording.
3. Quitclaim Deed.

**TITLE TO BE VESTED IN: County of San Mateo SUBJECT TO the exceptions as shown in the above cited Preliminary Report, excepting Item(s) No. 1 -2 and 8.**

**YOU ARE INSTRUCTED TO CLOSE THIS ESCROW AS SOON AS POSSIBLE. If you are unable to close within 30 days please advise the parties hereto.**

**YOU ARE AUTHORIZED TO PAY UPON CLOSING THE FOLLOWING:**

		SELLER	COUNTY
1	Sellers Demand	\$0	\$0
2	Title Policy	Pay	
3	Escrow Fee	Pay	

**All disbursements are to be made by check of Old Republic Title Co.**

**INSTRUCTIONS FROM SELLER: In addition to the foregoing, you are hereby authorized to record and/or deliver a conformed copy of the Easement to the County of San Mateo subject to any demands of liens or encumbrances. You are also authorized to obtain a consent to easement from any Mortgagee listed in the Preliminary Report as necessary. Please remit remainder to Seller.**

**THE LLOYD R. AND BONNIE J. WILSON FAMILY TRUST  
DATED DATED SEPTEMBER 27, 2000**

**Seller: \_\_\_\_\_  
LLOYD RICHARD WILSON, TRUSTEE**

**Seller: \_\_\_\_\_  
BONNIE J. WILSON, TRUSTEE**

**APPROVED: \_\_\_\_\_  
County of San Mateo**

**ACCEPTED: \_\_\_\_\_  
Old Republic Title Company**

**55 Winding Way, San Carlos, Ca 94070  
Telephone: 650-341-3483**