

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2002, and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called the "County," and JAY JOHN BREUNER and MICHELE S. BREUNER, husband and wife hereinafter called "Permittees."

WITNESSETH:

WHEREAS, Permittees are the owners of real property in the County of San Mateo, State of California, and have requested issuance of a Building Permit from the County of San Mateo, to construct an attached garage on said property described in Exhibit "A" attached hereto; and

WHEREAS, the existing driveway fronting Sylvan Way encroaches into County right-of-way; and

WHEREAS, for and in consideration of and as a condition for approval by County of a Building Permit, Permittees are willing to reconstruct the non-conforming driveway at Permittee's own expense upon demand of the County should it becomes an impediment to the exercise of County's right within the right-of-way of Sylvan Way ;

NOW, THEREFORE, IT IS HEREBY AGREED TO BY THE PARTIES, as follows:

1. The real property subject to this agreement is described in Exhibit "A" attached hereto. Upon annexation of said real property to any city, Permittees agree to fulfill all of the terms of this agreement upon demand by such city as though

the Permittees have contracted with such city originally. Any annexing city shall have the rights of a third party beneficiary.

2. Permittees agree to reconstruct the non-conforming driveway at Permittees' own expense upon demand of County. Should Permittees fail to satisfy such demand, County may take such action as is necessary to protect the public interest within the right-of-way of Sylvan Way and Permittees agree to reimburse County for any and all costs incurred therewith.

3. Permittees understand and agree that the current access to the property via the driveway may be altered if Sylvan Way is resurfaced, realigned or in anyway adjusted in elevation or location. Owners shall be responsible for making any changes in said driveway to continue to provide access to said property as they deem necessary and if said driveway access changes by work on Sylvan Way undertaken by County. Said driveway changes shall be done at the Permittees' own expense.

4. The Permittees shall indemnify and save harmless the County, its officers, agents, employee, and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including Permittees, or damage to property of any kind whatsoever and to whomever belonging, including but not limited to, the concurrent active or passive negligence of the County, officers, agent, or employees and servants, resulting from the installation, maintenance, use and/or existence of said driveway within the Sylvan Way right-of-way as authorized and required of Permittees by this agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Permittees to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in section 2778 of the California Civil Code.

5. Should legal action be necessary to enforce any provision of this agreement, Permittees agree to pay all reasonable attorney fees and costs incurred by County in connection therewith.

6. All covenants herein contained shall pertain to and run with the real property described herein, and this agreement shall apply to, bind and inure to the heirs, successors and assigns of the parties hereto.

7. This agreement shall be recorded by the County. Permittees shall have their signatures on this agreement notarized to facilitate recording of this document by County.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

"County"

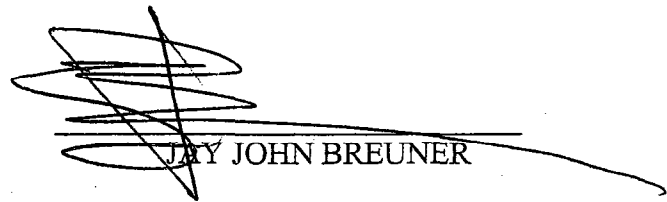
COUNTY OF SAN MATEO

BY: _____
Jerry Hill, President
Board of Supervisors
County of San Mateo

Attest:

County Manager / Clerk of the Board

"Permittees"


JAY JOHN BREUNER


MICHELE S. BREUNER

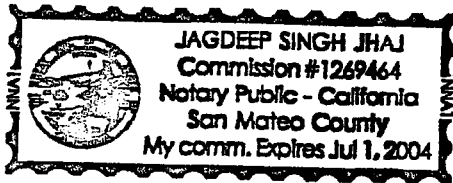
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Mateo } ss.

On August 09, 2001, before me, "Jagdeep Singh Jhaj, Notary Public"
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Jay John Breuner & Michele Suzanne Breuner,
Name(s) of Signer(s)

personally known to me.
 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.



Place Notary Seal Above

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

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 (A.P.N- 057-082-130)

Document Date: April, Aug 09, 2001 Number of Pages: Four (4)

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: As Above

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

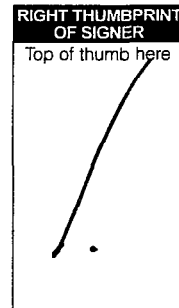


EXHIBIT A"

That certain real property described in Document No. 96-160697, filed in the Office of the Recorder of the County of San Mateo, State of California.

