

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called the "County", and the HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO hereinafter called "Permittee",

W I T N E S S E T H:

WHEREAS, Permittee is the owner of real property in the County of San Mateo, State of California, and has requested issuance of a Building Permit from the County of San Mateo, for the construction of a new pedestrian bridge, which will connect the new Housing Complex known as "EL CAMINO VILLAGE" located at 360 B Street, with a concrete stair landing of the Nevin Way Pedestrian Walkway between the Colma BART Station and El Camino Real in the Colma/Daly City Area. The proposed pedestrian bridge is partially within the public right-of-way of Nevin Way fronting the property described in Exhibit "A" attached hereto; and

WHEREAS, the Permittee has constructed a concrete sidewalk within the Nevin Way right-of-way, adjacent to the Authority's housing units, for the purpose of providing access for

the residents of the Housing Complex to their units from El Camino Real and to Nevin Way; and

WHEREAS, Authority has requested that they be reimbursed for the cost of installing said walkway which was planned to be constructed as part of the Nevin Way Project; and

WHEREAS, the proposed pedestrian bridge and the concrete sidewalk encroach into the public right-of-way of Nevin Way, West of El Camino Real, between El Camino Real and the Colma BART Station in the unincorporated area near Colma; and

WHEREAS, there is no impediment to the use of the right-of-way at this time; and

WHEREAS, for and in consideration of and as a condition for approval by County of a Building Permit for the construction of pedestrian bridge, Permittee is willing to repair, restore, maintain, relocate and/or remove the proposed pedestrian bridge from the right-of-way at Permittee's own expense, upon demand of County, should it become an impediment to the exercise of County's right within the right-of-way of Nevin Way; and

WHEREAS, Permittee is willing to construct, repair, restore, maintain, relocate and/ or remove the concrete sidewalk from the right-of-way at Permittee's own expense, upon demand of County, should it become an impediment to the exercise of County's right within the right-of-way of Nevin 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, Permittee agrees to fulfill all of the terms of this agreement upon demand by such city as though the Permittee has contracted with such city originally. Any annexing city shall have the rights of a third party beneficiary. Permittee agrees to repair, restore, relocate, maintain, and/or remove that portion of the pedestrian bridge and concrete sidewalk that encroaches into the Nevin Way right-of-way and

which connects the property described in Exhibit "A" attached hereto, to the pedestrian walkway within the Nevin Way right-of-way, at Permittee's own expense upon demand of the County. Should Permittee fail to satisfy such demand, County may take such action as is necessary to protect the public interest within the right-of-way of Nevin Way and Permittee agrees to reimburse County for any and all costs incurred therewith.

2. Permittee agrees to obtain the necessary encroachment permits from the County and maintain public access to Nevin Way at all times and to repair any damage to Nevin Way associated with the construction of the pedestrian bridge.

3. County hereby agrees and authorized the Director of Public Works to reimburse the Authority the amount of Seven Thousand Nine Hundred and Eight Dollars (\$7,908) from 1/2 Cent Transportation funds of the County. Said reimbursement will be made after the pedestrian bridge is installed and any damage that may occur to Nevin Way has been repaired by Authority or its agents. County shall have the right to use said funds for the repair of damage to Nevin Way if said damage is not repaired by the Authority or its agents.

4. In the event that Nevin Way is realigned or adjusted in elevation with the result that said encroachments must be altered, reconstructed, or removed, the County may notify Permittee at any time in writing to commence the required alteration, reconstruction or removal. The notice shall be sufficient if mailed to the owner of record of said property at the address shown on the latest adopted County assessment roll. The notice shall describe the work to be done by the Permittee, or successor in ownership, the time within which the work shall commence and the time within which it shall be completed.

5. The Permittee shall indemnify and save harmless the County, its officers, agents, employees, 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 permittee, 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 encroachment within the Nevin Way right-of-way as authorized and required by this agreement of Permittee, 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 Permittee 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.

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

7. This agreement shall be recorded by County. 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.

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: _____
President, Board of Supervisors

ATTEST:

Clerk of said Board

"Permittee"

HOUSING AUTHORITY OF SAN MATEO COUNTY

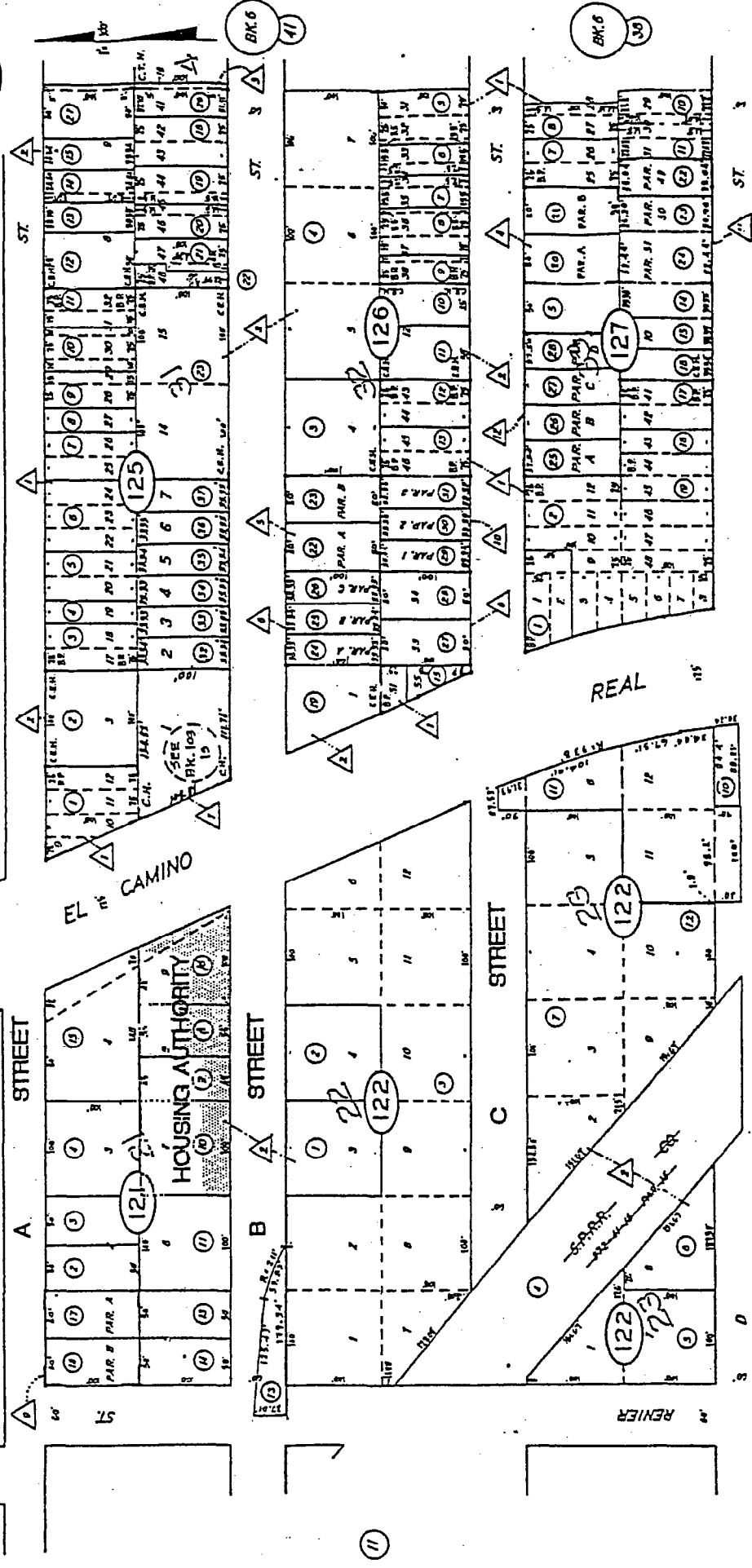
BY: Frank Salmeron, Housing Manager

EXHIBIT "A"

8-12

TAX CODE AREA

BK. 6 39



- ▲ PARCEL MAP VOL 69/19
- ▲ PARCEL MAP VOL 53/46
- ▲ PARCEL MAP VOL 65/76
- ▲ PARCEL MAP VOL 62/43
- ▲ PARCEL MAP VOL 60/85
- ▲ COLMA HEIGHTS RSM 117/90-91
- ▲ PARCEL MAP VOL 54/54
- ▲ PARCEL MAP VOL 52/63
- ▲ PARCEL MAP VOL 39/21
- ▲ CLARK TRACT HOMESTEAD RSM 1/10
- ▲ CITY EXTENSION HOMESTEAD RSM D/44
- ▲ BOULEYARD PARK RSM 4/68

EXHIBIT "A"

This land referred to in this Report is situated in the County of San Mateo, in the unincorporated area, State of California, and is described as follows:

PARCEL ONE:

The Easterly 55 feet, front and rear measurements of Lot 8, Block 21, as designated on the Map entitled, "MAP OF THE LANDS OF THE CITY EXTENSION HOMESTEAD ASSOCIATION", which Map was filed in the Office of the Recorder of the County of San Mateo, State of California on October 15, 1870 in Book "D" of Maps at Page 44 and a copy entered in Book 1 of Maps at Page 13.

PARCEL TWO:

Lot 9, Block 21, as designated on the Map entitled "MAP OF THE LANDS OF THE CITY EXTENSION HOMESTEAD ASSOCIATION", which Map was filed in the Office of the Recorder of the County of San Mateo, State of California on October 15, 1870 in Book "D" of Maps at Page 44 and a copy entered in Book 1 of Maps at Page 13.

PARCEL THREE:

So much of the real property described in abandonment of right-of-way recorded January 21, 1932 in Book 546 of Official Records at Page 438 (File No. 428-C) that lies Southerly of the Easterly prolongation of the Northerly line of Lot 9, Block 21, as shown on the Map entitled, "CITY EXTENSION HOMESTEAD", filed in the Office of the County Recorder of San Mateo County on October 15, 1870 in Book "D" of Maps at Page 44 and copied into Book 1 of Maps at Page 13, and Northerly of the Easterly prolongation of the Southerly line of said Lot.

A.P.N. 008-121-080.
A.P.N. 008-121-160.

J.P.N. 8-12-121- 8.
J.P.N. 8-12-121-16.

EXHIBIT "A"

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

The westerly 45 feet, front and rear measurements of LOT 8, BLOCK 21, as delineated upon that certain Map entitled "MAP OF THE LANDS OF THE CITY EXTENSION HOMESTEAD ASSOCIATION", filed for record in the Office of the Recorder of the County of San Mateo, State of California, on October 15th, 1870 in Book "D" of Maps, at Page 44, and a copy thereof entered in Book 1 of Maps at Page 13.

A.P.N. 008-121-090

J.P.N. 8-12-121-9

EXHIBIT "A"

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

LOT 7, BLOCK 21, as delineated upon that certain Map entitled "MAP OF THE LANDS OF THE CITY EXTENSION HOMESTEAD ASSOCIATION", filed for record in the Office of the Recorder of the County of San Mateo, State of California, on October 15th, 1870 in Book "D" of Maps, at Page 44, and a copy thereof entered in Book 1 of Maps at Page 13.

AP.N. 008-121-100

J.P.N. 08-12-121-10