

AGREEMENT FOR EXCHANGE OF INTERESTS IN REAL PROPERTY
OF EQUAL VALUE BETWEEN FREDERICK L. HERRING, TRUSTEE OF THE WILLIAM
DWIGHT DUTHIE 1987 TRUST AND
SAN MATEO COUNTY UNDER AND PURSUANT TO
SECTION 25365 OF THE GOVERNMENT CODE
(C.O.P. No. 2677)

THIS AGREEMENT is entered into this _____ day of _____, 2003 by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County" and Frederick L. Herring, Trustee of the William Dwight Duthie 1987 Trust, hereinafter called "Herring".

WITNESSETH:

WHEREAS, Section 25365 of the Government Code authorizes the Board of Supervisors of a County, by a four-fifths vote, to exchange interests in real property of equal value with any person where the interest in the real property to be exchanged is not required for County use and interest in the real property to be acquired is required for County use; and

WHEREAS, the County acquired by Deed on March 24, 1986 a 5-foot easement for sewer facilities located on property commonly referred to as 3527 Oak Knoll Drive, Redwood City, California (Assessor Parcel No. 057-173-240) legally described in Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth at length ("Easement 1"); and

WHEREAS, Herring is the owner of Assessor Parcel Number 057-173-240 and wishes to grant in exchange for Easement 1 that certain interest in real property more particularly described in Exhibit "B" attached hereto and incorporated herein by reference as though fully set forth at length ("Easement 2"); and

WHEREAS, there are no sewer facilities within Easement 1; and

WHEREAS, County constructed the sanitary sewer outside of Easement 1; and

WHEREAS, Easement 2 will provide County with a larger sanitary sewer easement and in the location of the existing sanitary sewer line, and

WHEREAS, County has not explored whether or not there are any additional public utilities within Easement 1 as County and Herring agree that such determination is the sole responsibility of Herring; and

WHEREAS, Easement 1 is no longer required for County use and Easement 2 is required for County use and the parties hereby agree that said interests are of equal value; and

WHEREAS, it is necessary and desirable that the parties hereto provide for the exchange of Easement 1 in exchange for Easement 2 as hereinafter provided:

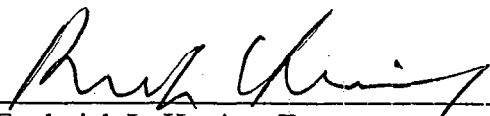
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO as follows:

1. CONVEYANCE OF REAL PROPERTY BY HERRING. In consideration of Easement 1, Herring agrees to convey by grant deed to County Easement 2.
2. CONVEYANCE OF INTEREST IN REAL PROPERTY BY COUNTY. In consideration of the conveyance of Easement 2, County agrees to quitclaim to Herring Easement 1.
3. Each party agrees to bear its own costs of any escrow fees, title insurance, recording fees and transfer tax incurred in this transaction.
4. The parties agree that County shall record this Agreement in the Office of the San Mateo County Recorder.

IN WITNESS WHEREOF the parties hereto have affixed their hand the day and year written below.

Signatures follow on next page

"HERRING"

By: 
Frederick L. Herring, Trustee
of the William Dwight Duthie 1987 Trust

Date: 3 April 03

"COUNTY"

President, Board of Supervisors

Attest:

Clerk of the Board of Supervisors

Certificate of Delivery

I certify that a copy of the original document filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

Clerk of the Board of Supervisors

Exhibit A
Easement 1

AN EASEMENT for the installation, maintenance and repair of a sanitary sewer with the right of ingress and egress thereto over the following described portions of Lots 40 and 41 as designated on the Map entitled, "Emerald Lake Park Map No. 2," which Map was filed in the office of the Recorder of the County of San Mateo, State of California on September 5, 1919, in Book 10 of Maps at Page 23:

BEGINNING at the most easterly corner of said Lot 40 and running thence along the southeasterly and southwesterly boundaries thereof South $24^{\circ} 48' 30''$ west 74 feet and north $65^{\circ} 11' 30''$ west 5 feet; thence leaving said boundary north $24^{\circ} 48' 30''$ east 79.50 feet to the northeasterly line of said Lot 41; thence along said northeasterly line, southeasterly, on the arc of a curve to the left with a radius of 55.78 feet, an arc length of 11.50 feet to the Point of Beginning.

APN 057-173-240

Exhibit B
Easement 2

A non-exclusive EASEMENT for the installation, maintenance and repair of a sanitary sewer with the right of ingress and egress thereto over the following described portions of Lots 40 and 41 as designated on the Map entitled, "Emerald Lake Park Map No. 2," which Map was filed in the office of the Recorder of the County of San Mateo, State of California on September 5, 1919, in Book 10 of Maps at Page 23:

BEGINNING at the most easterly corner of said Lot 40 and running thence along the southeasterly and southwesterly boundaries thereof South $24^{\circ} 48' 30''$ west 74 feet and north $65^{\circ} 11' 30''$ west 10 feet; thence leaving said boundary north $24^{\circ} 48' 30''$ east 82 feet to the northeasterly line of said Lot 41; thence along said northeasterly line, southeasterly, on the arc of a curve to the left with a radius of 55.78 feet, an arc length of 12 feet to the Point of Beginning.

APN 057-173-240

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On 4-3-03 before me, Kirstin M. Ybarreta
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Frederick Herring
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.



WITNESS my hand and official seal.

Kirstin M. Ybarreta
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S) LIMITED
- ATTORNEY-IN-FACT GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE