

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of November, 2004, and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called the "County," and FOREST PRESTON III, hereinafter called "Permittee."

WITNESSETH:

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, to construct a new single family residence on said property described in Exhibit "A" attached hereto; and

WHEREAS, the existing driveway fronting Upland Road does not conform to current County standard; and

WHEREAS, for and in consideration of and as a condition for approval by County of a Building Permit, Permittee is willing to reconstruct or remove the non-conforming driveway at Permittee's own expense upon change of ownership or on demand of the County, which ever comes first, should it becomes an impediment to the exercise of County's right within the right-of-way of Upland Road ;

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.

2. Permittee agrees to reconstruct the non-conforming driveway at Permittees' own expense upon demand of County or prior to sale or change of ownership. Should Permittee fails to satisfy such demand, County may take such action as is necessary to protect the public interest within the right-of-way of Upland Road and Permittee agrees to reimburse County for any and all costs incurred therewith.

3. Permittee understands and agrees that the current access to the property via the driveway may be altered if Upland Road is resurfaced, realigned or in anyway adjusted in elevation or location. Owner shall be responsible for making any changes in said driveway to continue to provide access to said property and should said driveway access be changed by work on Upland Road undertaken by County. Said driveway changes shall be done at the Permittees' own expense.

4. 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 Permittees, or damage to property of any kind whatsoever 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 Upland Road right of- way as authorized and required by this agreement of Permittees, 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.

5. 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.

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. Permittee shall have their signature on this agreement notarized to facilitate recording of this document by the 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: _____
Mark Church, President
Board of Supervisors
County of San Mateo

Attest:

County Manager / Clerk of the Board

“Permittee”



FOREST PRESTON, III

ALL-PURPOSE ACKNOWLEDGMENT

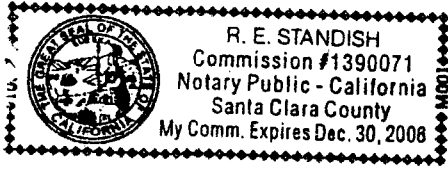
State of California

County of SANTA CLARA } SS.

On NOVEMBER 4, 2004 before me, R.E. STANDISH
(DATE) (NOTARY)

personally appeared FOREST PRESTON III
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.

R.E. Standish
NOTARY'S SIGNATURE

EXHIBIT A”

Portion of Lot 6 in Block 23, as shown on the map entitled Oak Knoll Manor, Redwood City, San Mateo County, California, which map was filed in the office of the Recorder of the County of San Mateo, State of California, in May 10, 1916 in Book 10 of maps at pages 4 to 11, as further described in Document No. 1999-194345.