

PARCEL NO.: N/A

DATE: May 10, 2004

GRANTOR: James Michael Powers and
Diana E. Venegas-Powers

PROJECT: Mirada Bridge Project

REFERENCE: N/A

EA # N/A

RIGHT OF WAY CONTRACT

A Document, in the form of a non-exclusive easement grant deed a copy of which is attached hereto (the "Document"), covering the property particularly described in the above instrument has been executed and delivered to Joseph I. Napoliello, Right of Way Agent for the County of San Mateo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account.

(B) Grantee requires said property described in attached Document, a non-exclusive easement for driveway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.

Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

- (C) Grantor shall maintain surface improvements to the land to be encumbered in a manner that will provide free and easy access, build no structure(s) that would impair access or in any way impede the enjoyment of the non-exclusive easement by the owners and the invitees and licensees of the owners of the property at 445 Mirada Road.

2. The County shall:

- (A) Pay the undersigned grantor(s) the sum of \$25,000 for the property or interest conveyed by the Document when title to said property vests in the County free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:

- a. Taxes for the tax year in which this escrow closes shall be cleared and paid in

the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

- b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax.
- (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.

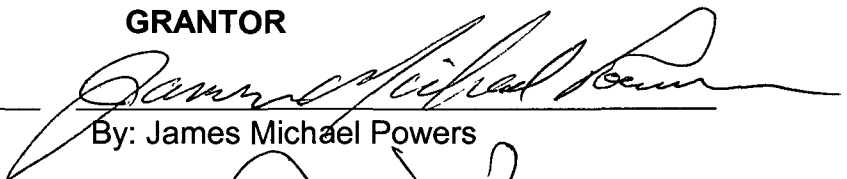
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

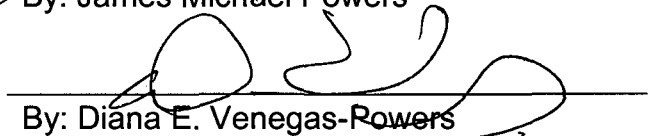
NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Recommended for Acceptance:

GRANTOR

Real Property Acquisition Agent


By: James Michael Powers


By: Diana E. Venegas-Powers

1 Mirada Road
Half Moon Bay, CA 94019

COUNTY OF SAN MATEO

By:

ATTEST:

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

Real Property Services
County of San Mateo
455 County Center, 5th Floor
Redwood City, CA 94063

Title Order No.
Escrow No. 0360002857

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX is None CITY TAX is No Tax Governmental Transfer
 computed on the full value of the property conveyed, or
 computed on full value less value of liens or encumbrances remaining at the time of sale,
 Realty not sold
 Unincorporated area City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

James Michael Powers and Diana E. Venegas, who acquired title as Diana E. Venegas-Powers husband and wife as community property hereby GRANT(S) to

County of San Mateo, a political subdivision of the State of California, a non-exclusive easement for driveway purposes with rights of ingress and egress thereto over

the following described real property in the city of Half Moon Bay, County of San Mateo, State of California:

that property in the unincorporated area of Half Moon Bay, County of San Mateo, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference. This easement is for the purpose of providing driveway ingress and egress by the owners and the invitees and licensees of the owners, of that certain real property in the unincorporated area of Half Moon Bay, County of San Mateo, State of California, described in Exhibit "B" attached hereto and incorporated herein by reference (APN 048-015-080).

A.P.N. 048-015-090 and 048-015-190

Dated: May 10, 2004

STATE OF CALIFORNIA

COUNTY OF San Mateo } ss.

On October 6, 2004 before me, the

undersigned, a Notary Public in and for said State, personally

appeared James Michael Powers and Diana E. Venegas

James Michael Powers and Diana E. Venegas

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.

NOTARY SIGNATURE
E. Herlihy
NOTARY'S NAME (typed or legibly printed)

James Michael Powers

James Michael Powers

Diana E. Venegas

Diana E. Venegas

Notary Stamp or Seal

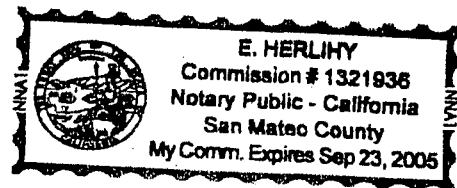


EXHIBIT "A"

**INGRESS AND EGRESS EASEMENT
OVER THE LANDS OF
POWERS AND VENEGAS**

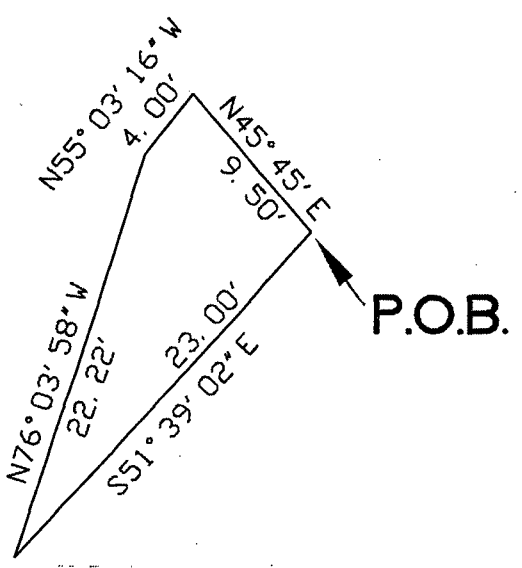
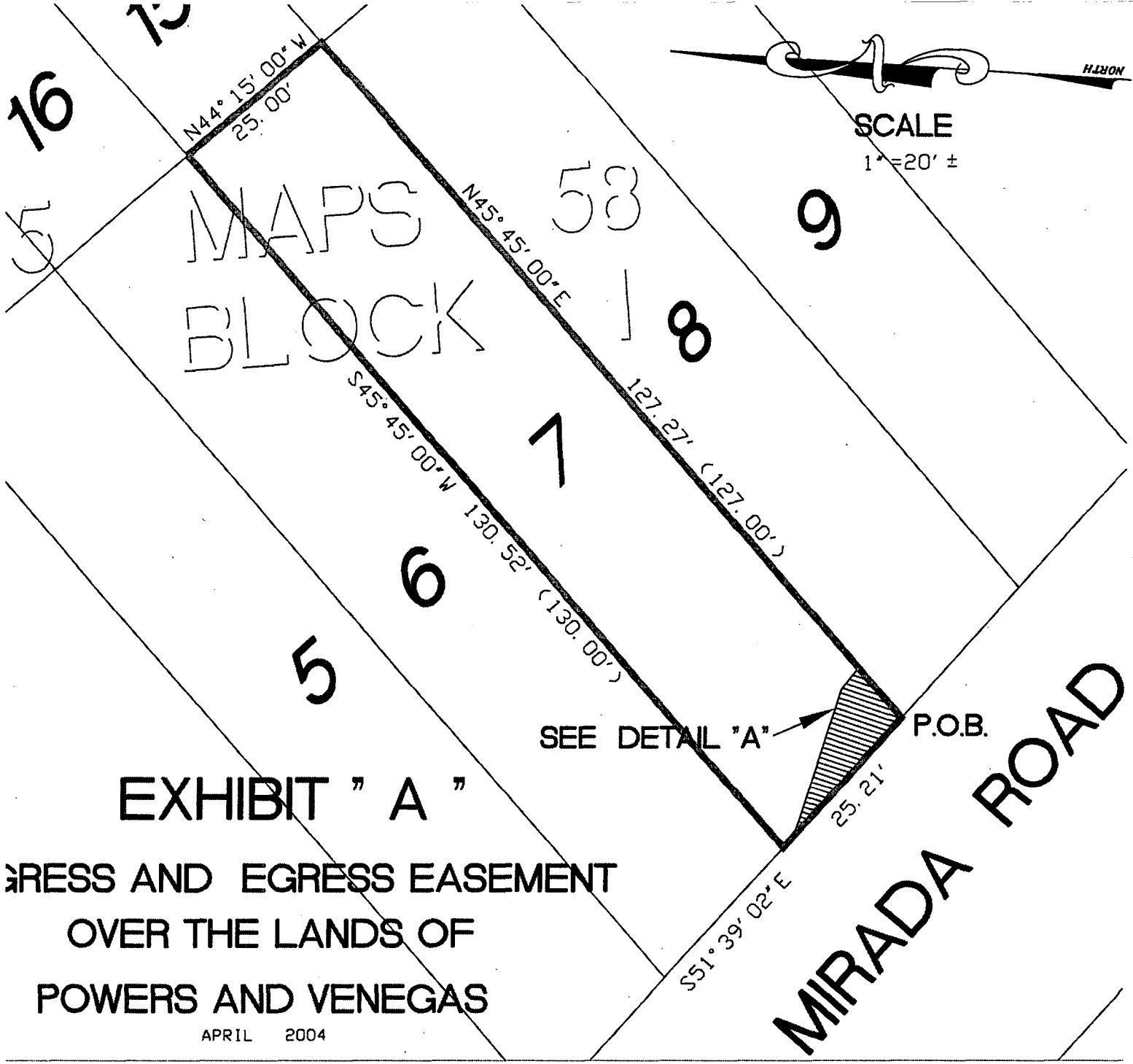
Beginning at the intersection of the northeasterly line of Mirada Road (formerly called Balboa Boulevard) and the southeasterly line of Lot 7, Block 1 as said Lot, Block and Road are shown on the map entitled "Map of Brophy's Beach, Half Moon Bay, San Mateo County", filed in the office of the County Recorder of San Mateo County on January 20, 1908 in Book 5 of Maps at Page 58; Thence from said Point of Beginning along said southeasterly line North 45° 45' 00" East 9.50 feet; Thence leaving said line, North 55° 03' 16" West 4.00 feet; Thence North 76° 03' 58" West 22.22 feet to a point in the aforementioned northeasterly line of Mirada Road; Thence along said line South 51° 39' 02" East 25.21 feet to the Point of Beginning.

Containing 124 sq. ft. more or less.

Brian C. Lee, P.E.
RCE No. 26573

Brian C. Lee





DETAIL " A "

SCALE = 1" = 10' ±

CONTAINING 124 SQ. FT. MORE OR LESS

EXHIBIT "B"
LEGAL DESCRIPTION OF
DOMINANT TENEMENT

The easement referred to herein is appurtenant to and for the benefit of that certain parcel of land referred to herein and situated in the State of California, County of San Mateo, Unincorporated Area, described as follows:

LOTS 8, 9, 10 AND 11 IN BLOCK 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF BROPHY'S BEACH, HALF MOON BAY, SAN MATEO COUNTY", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON JANUARY 20, 1908 IN BOOK 5 OF MAPS AT PAGE 58.

APN: 048-015-080

JPN: 048-001-015-08 A

End of Legal Description

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Grant Deed dated May 10, 2004, from JAMES MICHAEL POWERS and DIANA E. VENEGAS-POWERS, husband and wife, as Community Property, to the COUNTY OF SAN MATEO, a political subdivision of the State of California, is hereby accepted by the order of the BOARD OF SUPERVISORS OF THE COUNTY OF SAN MATEO on TUESDAY, June 8, 2004, and the Grantee consents to recordation thereof by its duly authorized officer.

COUNTY OF SAN MATEO

By _____
PRESIDENT, BOARD OF SUPERVISORS
OF THE COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

ATTEST:

CLERK OF THE BOARD OF SUPERVISORS

Certificate of Delivery
(Government Code Section 25103)

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