

AGREEMENT FOR EXCHANGE OF REAL PROPERTY
(City of Redwood City/County of San Mateo)

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, (the "COUNTY", and the CITY OF REDWOOD CITY, a municipal corporation of the State of California, (the "CITY") (collectively, the "Parties").

WITNESSETH:

WHEREAS, Winslow Street, which is located within the corporate limits of the CITY was realigned in 1995; and

WHEREAS, the COUNTY purchased a Right-of-Way in fee simple and also purchased a roadway easement, for the purpose of permitting Winslow Street to be realigned along the selected design alignment; and

WHEREAS, the 1995 realignment of Winslow Street caused portions of Winslow Street to be situated on land owned by the COUNTY, and portions of Winslow and Fuller Streets adjacent to the County Center and previously used as a public right of way to no longer be necessary for street purposes; and

WHEREAS, Pacific Gas and Electric Company ("PG&E") owns a high pressure gas main (the "Gas Main"), which runs along Winslow Street's previous alignment; and

WHEREAS, the Parties wish to exchange interests in real property obtained by the COUNTY in connection with the realignment of Winslow Street for interests in real property owned by the CITY lying along Winslow Street's former alignment which the CITY no longer needs for street maintenance purposes; and

WHEREAS, pursuant to section 25365 of the California Government Code, the COUNTY's Board of Supervisors may, by a four-fifths vote, exchange any interest in property owned by the COUNTY for any interest in property owned by the CITY where the property to be conveyed by the COUNTY is not required for COUNTY use, and where the property to be acquired is required for COUNTY use; and

WHEREAS, the COUNTY Board of Supervisors has determined that the interests in real property that it intends to convey pursuant to this Agreement are no longer needed for COUNTY use, and that the interests in real property that the COUNTY is to receive from the CITY pursuant to this Agreement are needed for COUNTY use; and

WHEREAS, the Parties agree that, in connection with the exchange of real property interests contemplated by this Agreement, an easement should be reserved for PG&E along Winslow Street for the purpose of allowing PG&E to maintain the Gas Main.

NOW, THEREFORE, IN CONSIDERATION OF THE PUBLIC BENEFITS THAT WILL ACCRUE. IT IS AGREED TO BY THE PARTIES AS FOLLOWS:

1. CITY shall grant to COUNTY all of its interests in the real property described in Exhibits A and B, which are attached hereto and incorporated by reference herein.

2. COUNTY shall grant to CITY all of its interests in the real property described in Exhibits D and F, which are attached hereto and incorporated by reference herein.

3. CITY agrees that it shall reserve from the property granted to the COUNTY by CITY in this Agreement an easement to PG&E for the purpose of allowing PG&E to maintain the Gas Main, as further described in Exhibit B. County agrees to this reservation.

4. The Parties agree that their respective obligations under the terms of this Agreement are contingent on each Party performing its obligations within 90 days from the date the Agreement is executed by both Parties. In the event that either Party fails to timely perform its obligations under this Agreement, the other Party shall have no obligations under this Agreement and shall have the right to rescind any actions taken pursuant to this Agreement.

5. CITY shall defend, indemnify and save harmless the COUNTY, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind and description, arising out of or relating to the matters covered by this Agreement to the extent such claims, suits or actions are due to the negligence or willful misconduct of the CITY, or CITY's failure to perform obligations required of CITY under this Agreement.

COUNTY shall defend, indemnify and save harmless CITY, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, arising out of or relating to the matters covered by this Agreement to the extent such claims, suits or actions are due to the negligence or willful misconduct of the COUNTY, or COUNTY'S failure to perform obligations required of COUNTY under this Agreement.

In the event of concurrent negligence of County, its officers and/or employees, and City, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of

terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

6. This Agreement shall be binding upon the respective successors and assigns of the parties hereto.

7. This Agreement shall be interpreted in accordance with the laws of the State of California.

8. This exchange shall not involve the payment of any money by either party to this agreement.

9. This Agreement may be signed in counterparts, each of which will be deemed an original.

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.

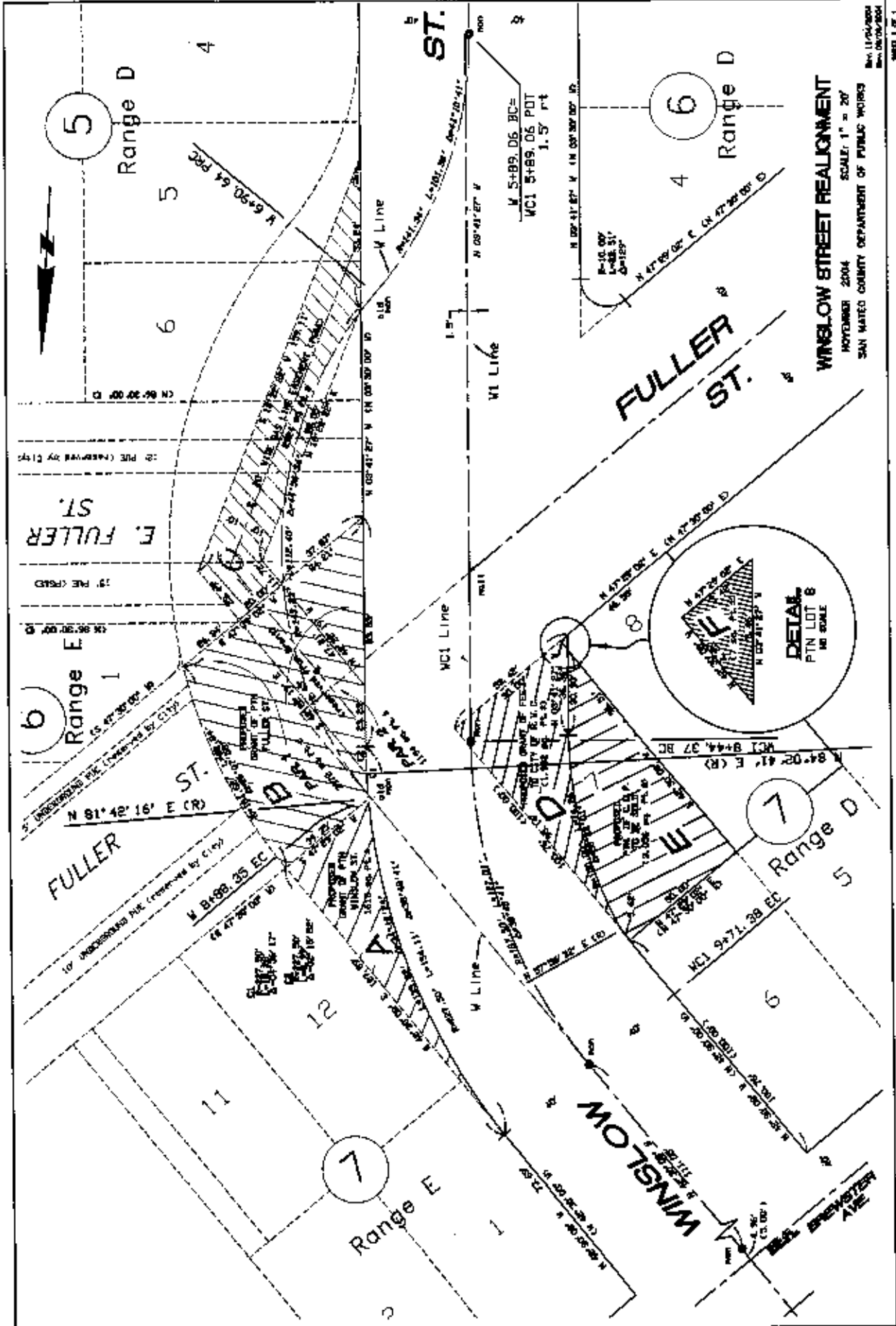
COUNTY OF SAN MATEO

BY: _____
RICHARD S. GORDON
President, Board of Supervisors

BY: _____

CITY OF REDWOOD CITY, a municipal
and Charter City in the State of California

BY: _____
ED EVERETT
City Manager



WINSLOW STREET REALIGNMENT
 NOVEMBER 2004 SCALE: 1" = 20'
 SAN MATEO COUNTY DEPARTMENT OF PUBLIC WORKS

DETAIL
 PTN LOT 8
 IN SCALE

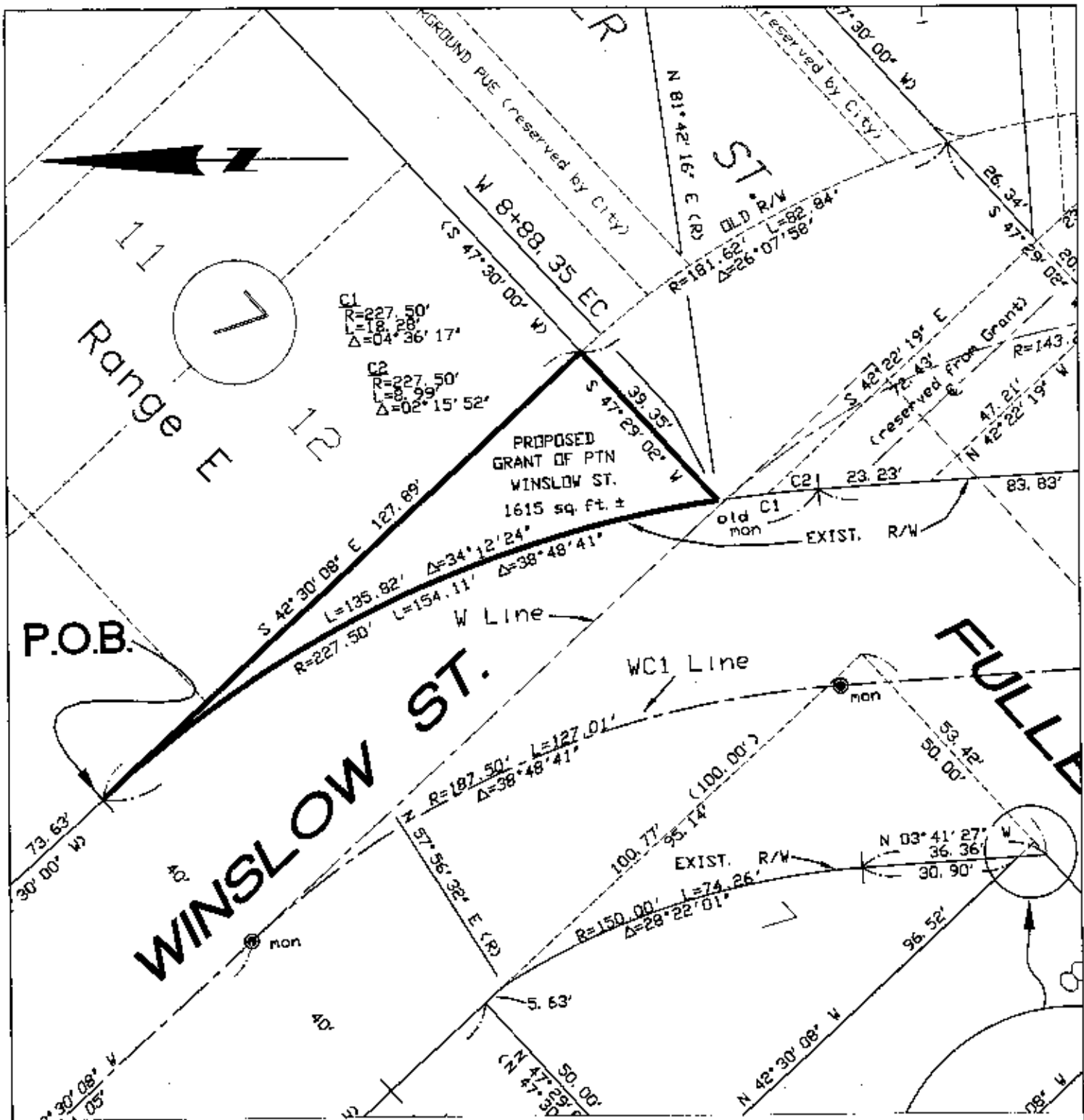
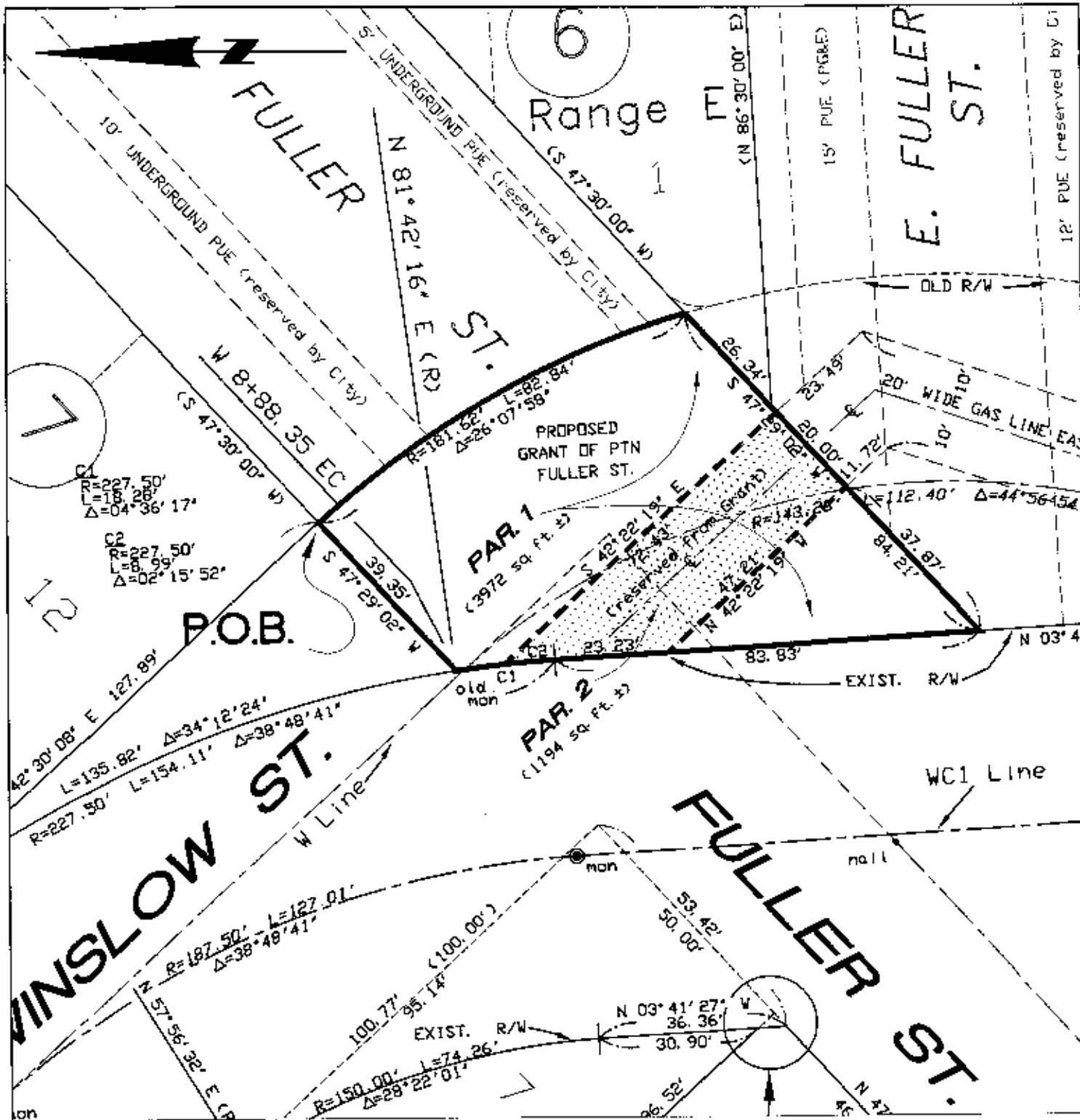


EXHIBIT " A "

**CITY'S GRANT OF PORTION OF WINSLOW STREET
TO THE COUNTY OF SAN MATEO**



() MAP REFERENCE

REVISED: 6/2001
 REVISED: 3/8/2004
 REVISED: 11/4/2004

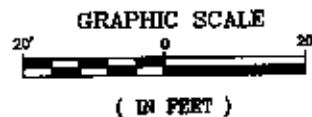
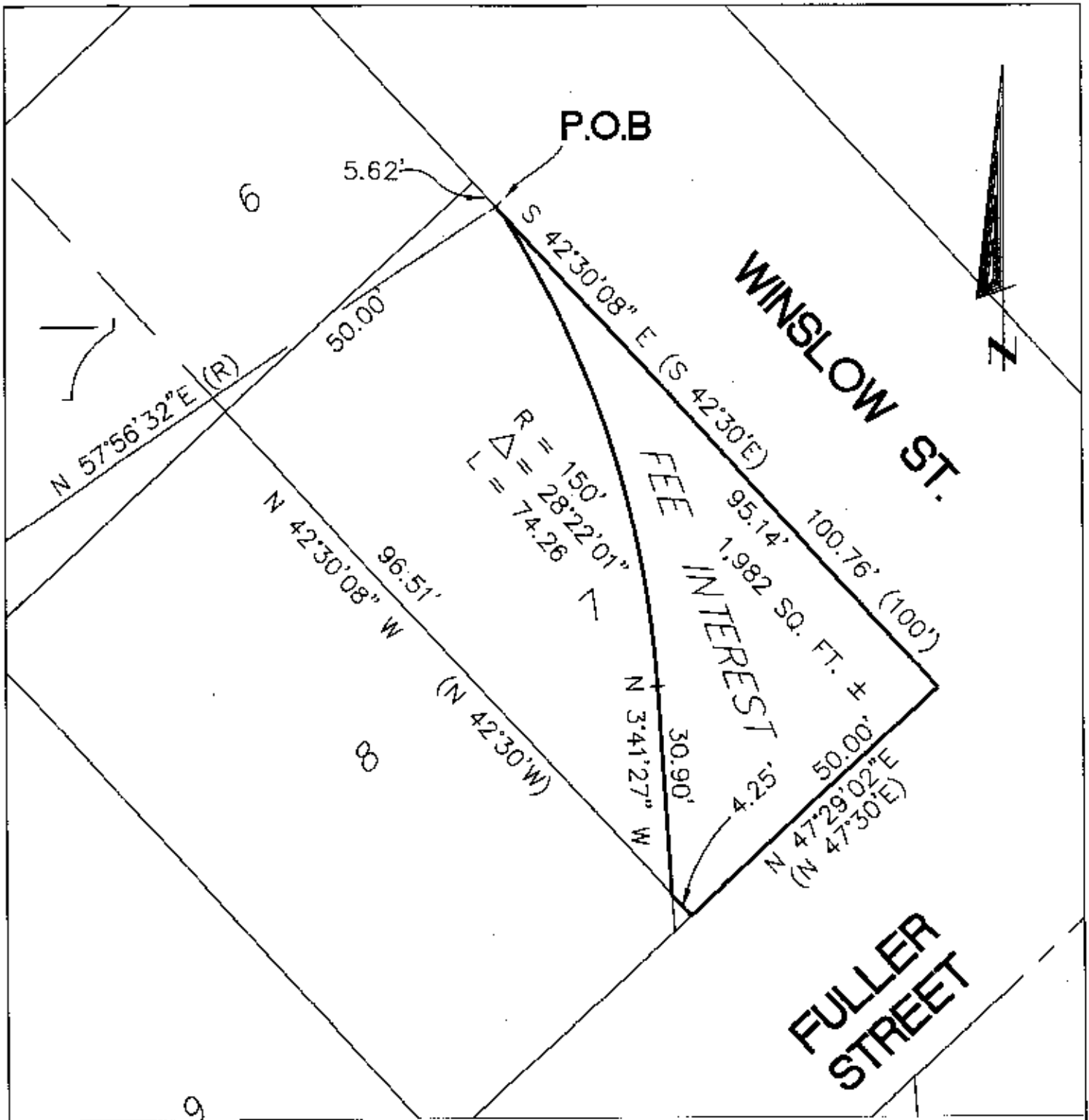


EXHIBIT " B "

CITY'S GRANT OF PORTION OF WINSLOW STREET TO THE COUNTY OF SAN MATEO



() MAP REFERENCE

REVISED: 3/2001
 REVISED: 6/16/2004
 REVISED: 11/4/2004

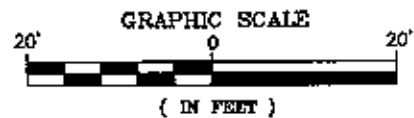
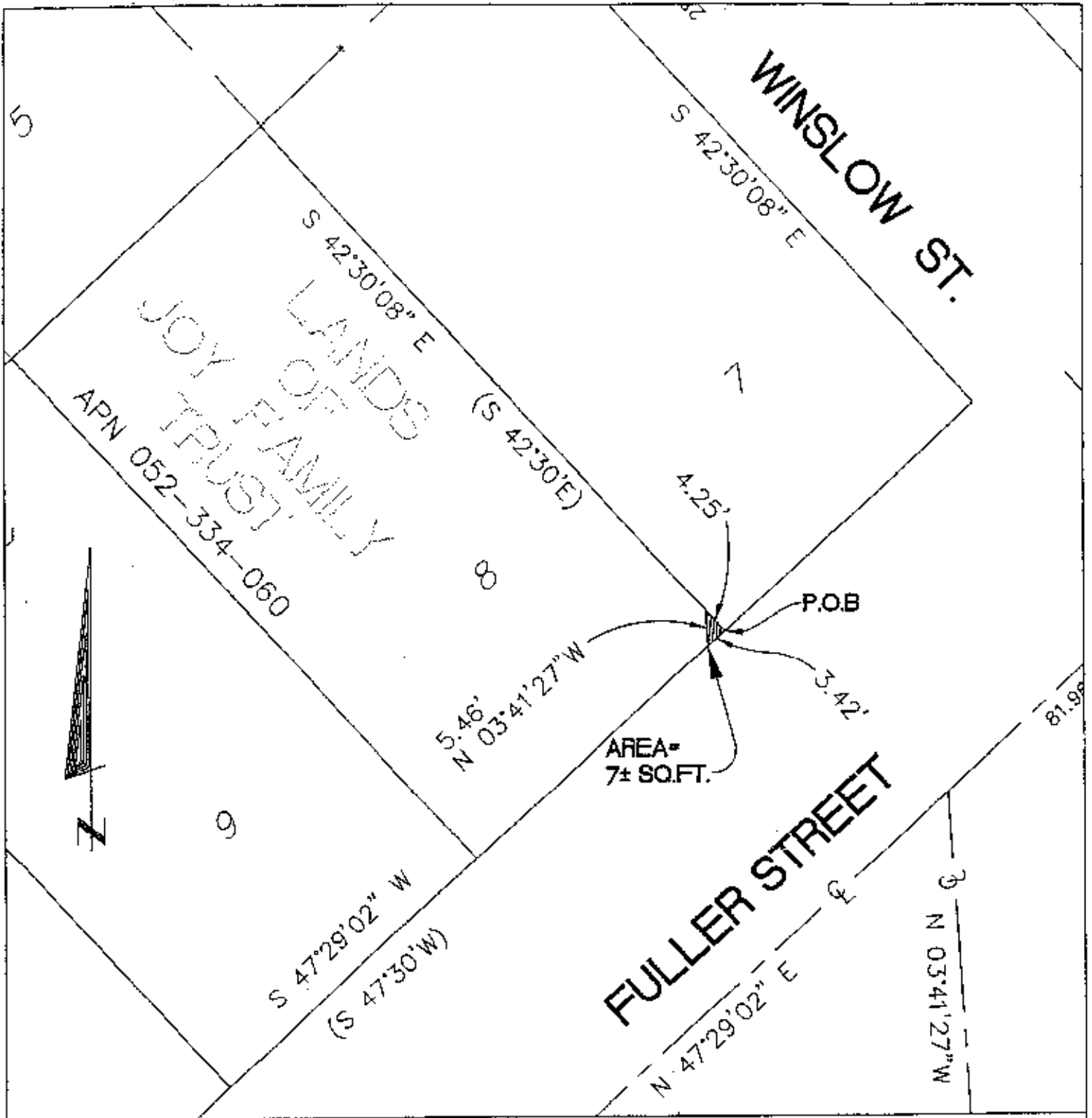


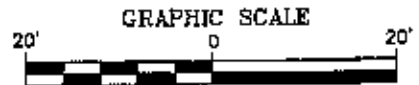
EXHIBIT " D "

PROPOSED GRANT OF FEE INTEREST
 TO THE CITY OF REDWOOD CITY



PROPOSED ACQUISITION

REVISED: 3/2000



GRAPHIC SCALE

(IN FEET)
1 inch = 20' ft.

() MAP REFERENCE

R/W ACQUISITION
THE LANDS OF JOY FAMILY TRUST

EXHIBIT 'E'