

RIGHT OF WAY CONTRACT - STATE HIGHWAY

RW 8-3 (6/95)

_____, California

Dist.	Co.	Rte.	P.M	Exp. Auth.
4	SM	84	13.3	2S3109

_____, 2006

COUNTY OF SAN MATEO_____
Grantor(s)

Document No. 59781 in the form of an Easement Deed, covering the property particularly described in the above instrument has been executed and delivered to SHIRLEY DILLARD, Right of Way Agent for the State of California.

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 State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Document No. 59781 for State highway purposes, a public use for which Grantee may 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 Grantor and Grantee 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.

2. The State shall:
 - (A) Pay the undersigned Grantor the sum of \$505.63 for the property or interest conveyed by above referenced document when title to said property vests in the State subject to all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes.
 - (B) Pay all escrow and recording fees incurred in this transaction, and, if title insurance is desired by the State, the premium charged therefore.
3. The undersigned Grantor(s) warrants that they are the owner(s) in fee simple of the property as described in Document No. 59781 above and that they have the exclusive right to grant this easement.

4. Permission is hereby granted the State or its authorized agent to enter upon grantor's land where necessary within that certain area shown outlined in red on the map marked Exhibit "A" attached hereto and made a part hereof, for the access to, and construction of a Permanent Drainage facility.

5. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.

6. Grantor(s) warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor(s) further agrees to hold State harmless and reimburse the State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor(s) for a period exceeding one month.

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, commenced on June 8, 2004, and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages if any, and interest from said date.

7. The Grantor agrees that no permanent fixtures shall be place on the easement area; and the planting of any crops, trees, shrubs, alterations, repairs, or additions to existing improvement, which may hereafter be placed thereon, are at Grantor's risk and without expectation of payment if removed by the State. Grantor agrees to keep the premises in a neat and clean condition.

8. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All Structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.

9. State agrees to indemnify and holds harmless Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

10. This transaction will be handled by an internal escrow by the State of California, Department of Transportation, District 4 Office Box 2344, Oakland, CA 94623-0440.

In Witness whereof, the Parties have executed this agreement the day and year first above written.

Grantor(s)

RECOMMENDED FOR APPROVAL:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
SHIRLEY DILLARD
Right of Way Agent
Acquisition Services

By _____
R. A. MACPHERSON
Deputy District Director
Right of Way

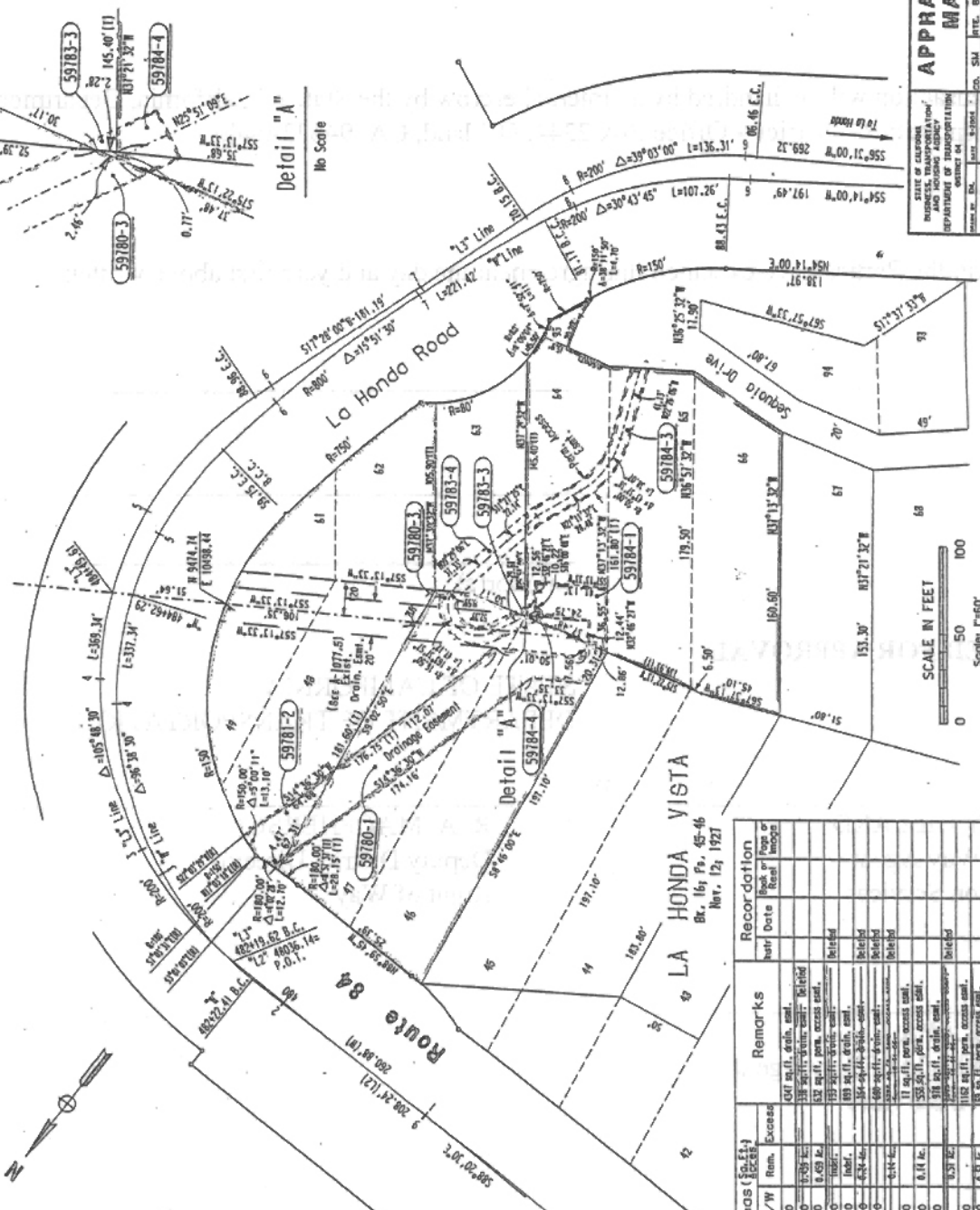
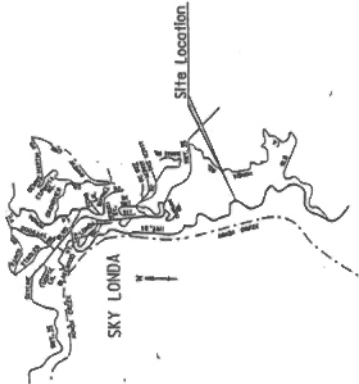
By _____
ERIC DELAPA
Associate Right of Way Agent
Acquisition Services

By _____
MARK WEAVER
District Branch Chief
R/W Acquisition Services "B"

DATE	BY	SCALE	PROJECT NO.
10/15/84	J.M.P.	AS SHOWN	84
10/15/84	J.M.P.	AS SHOWN	84
10/15/84	J.M.P.	AS SHOWN	84

SAN MATEO COUNTY

EXHIBIT "A"



APPRAISAL MAP

STATE OF CALIFORNIA
COUNTY OF SAN MATEO
DEPARTMENT OF REVENUE

DATE OF MAP: 10/15/84
BY: J.M.P.
SCALE: AS SHOWN
PROJECT NO.: 84

Parcel No.	Grantor	Areas (Acres)		Remarks	Recordation Date	Page or Book of Record
		Total	Rem. Excess			
59780-1	Arthur A. Jr. & Olga A. Frozer	6.09	0	641 sq. ft. adth. easl.		
59780-2		0	0	138 sq. ft. park. access easl.		
59780-3		0	0	152 sq. ft. park. access easl.		
59781-1	County of San Mateo	0	0	193 sq. ft. park. easl.		
59781-2	County of San Mateo	0	0	183 sq. ft. drain. easl.		
59781-3	Kanokh C. & Ruth E. Lynch	0.24	0	154 sq. ft. drain. easl.		
59781-4	Paul Harvey Anderson	0.14	0	688 sq. ft. drain. easl.		
59782-1		0	0	11 sq. ft. park. access easl.		
59782-2	Paul Perry Anderson	0.14	0	533 sq. ft. park. access easl.		
59782-3		0	0	118 sq. ft. drain. easl.		
59782-4	Mark D. & Leslie D. Sippo	0.51	0	1162 sq. ft. park. access easl.		
59783-1		0	0	157 sq. ft. park. access easl.		
59783-2		0	0	157 sq. ft. park. access easl.		
59783-3		0	0	157 sq. ft. park. access easl.		
59783-4		0	0	157 sq. ft. park. access easl.		

FILE NO. 84-001
SHEET NO. 84
DATE 10/15/84

SCALE IN FEET
0 50 100
Scale 1"=60'

LA HONDA VISTA
Bk. 16, Pgs. 45-46
Nov. 12, 1921

Route 84
208.24' (21)
584.30' (20)

SKY LONDA

Sifra Location

APPRAISAL MAP

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Scale 1"=60'

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Sifra Location

RECORDING REQUESTED BY
STATE OF CALIFORNIA

WHEN RECORDED - RETURN TO
DEPARTMENT OF TRANSPORTATION
PO BOX 23440
OAKLAND CA 94623-0440

Space above this line for Recorder's Use

EASEMENT DEED

District	County	Route	P.M.	Number
4	SM	84	13.3	59781

GRANT to the State of California, an EASEMENT for Drainage purposes and incidents thereto

upon, over, under and across that certain real property in the _____,

County of San Mateo, State of California, described as follows:

See EXHIBIT "A" attached hereto and made a part hereof.

EXHIBIT "A"

That portion of Lot 48 as said lot is shown on that map entitled "La Honda Vista" and filed on November 12, 1927, in Book 16 of Maps at Page 45 and 46, in the office of the County Recorder of San Mateo County, State of California, that lies within a strip of land 25.00 feet wide, the southeasterly line of which is described as follows:

Beginning at a point on the northwesterly line of that drainage easement described in the Easement Deed from Arthur W. Frazer Jr. and Olga A. Frazer to the State of California, recorded December 11, 1991 as Document 91-162669, Official Records of San Mateo County, distant thereon, North 57°13'33" East, 50.01 feet from the westerly corner thereof; thence North 14°36'30" East, 176.75 feet to the general westerly Right of Way line of State Route 84.

CONTAINING 899 square feet, more or less.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Robert Lynski
OCTOBER 11, 2005



OCT 11 2005

Number
59781

Dated this _____ day of _____, 20____

STATE OF CALIFORNIA }
County of _____ } SS

PERSONAL ACKNOWLEDGMENT

On this the _____ day of _____, 20____, before me, _____,
Name, Title of Officer-E.G., "Jane Doe, Notary Public"

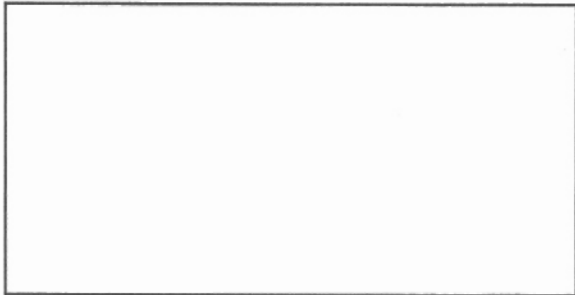
personally appeared _____,
Name(s) of Signer(s)

- personally known to me
- 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 Public's signature in and for said County and State)



(for notary seal or stamp)

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____

Will Kempton
Director of Transportation

By _____
Attorney in Fact