

AGREEMENT FOR PURCHASE OF REAL PROPERTY

This Agreement for Purchase of Real Property, (hereinafter referred to as "Agreement"), is between the COUNTY OF SAN MATEO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and RANDOLPH RHODES AND LORRI RHODES, Trustees U.D.T., Dated September 13, 1991 Entitled the 1991 Rhodes Family Trust and JOHN RODEN AND ELLEN RODEN, as husband and wife, (hereinafter referred to as "Owner").

The parties hereby agree as follows:

1. PROPERTY

Owner agrees to sell to COUNTY and COUNTY agrees to purchase from Owner pursuant to the terms and conditions set forth in this Agreement, that certain real property more particularly described in Exhibit "A" attached hereto, (hereinafter referred to as "Property"). A Plat of the Property is attached hereto as Exhibit "B". Owner affirms that he is the Owner of the Property to be conveyed by the Grant Deed and is empowered to execute the Grant Deed and this Agreement.

2. ESCROW

This transaction shall close through escrow, (hereinafter referred to as "Escrow"), opened with Old Republic Title Company, (hereinafter referred to as "Escrow Agent") at 796 El Camino Real, Suite B, San Carlos, CA 94070), under Escrow Agent's file number 0360007440, (hereinafter referred to as "Escrow File Number"), on terms as stated herein, and as described in the attached instructions identified as Exhibit "C", (hereinafter referred to as "Escrow Instructions").

3. DELIVERY OF DOCUMENT/ESCROW

The Grant Deed for the Property shall be executed and delivered by Owner to COUNTY for the purpose of depositing same into Escrow. COUNTY shall not be deemed to have accepted delivery of the Grant Deed until such time as the Grant Deed is recorded in the Official Records of the County of San Mateo, California. COUNTY shall pay all costs of Escrow and recording fees incurred in this transaction.

4. PURCHASE PRICE AND ESCROW

COUNTY shall pay Owner the sum of \$3,500 (THREE THOUSAND FIVE HUNDRED DOLLARS), (hereinafter referred to as "Purchase Price"), for the Property, which the parties agree includes all improvements, damages, and severance. The Escrow Agent shall deliver the Purchase Price to Owner when title to the Property vests in COUNTY clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and taxes unacceptable to COUNTY. COUNTY shall pay any and all costs associated with escrow,

minus tax liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded).

5. PAYMENT OF MORTGAGE OR DEED OF TRUST

Upon demand by a mortgagee under a mortgage, or a beneficiary under a deed of trust recorded against the Property, made in writing to COUNTY prior to the close of Escrow, COUNTY may make payable to the mortgagee or beneficiary entitled thereunder, an amount not to exceed the Purchase Price under this Agreement. If this section is made applicable by the demand above described then the mortgagee or beneficiary shall, at the close of Escrow, furnish the Owner with good and sufficient receipt showing the monies credited against the indebtedness secured by said mortgage or deed of trust.

6. POSSESSION

Owner agrees that COUNTY and its authorized agents or contractors may enter upon the Property for purposes of performing activities related to and incidental to the construction of Slope Stabilization Improvements to the Scenic Drive Landslide in La Honda, (hereinafter referred to as "Project"), inclusive of the right to remove and dispose of any improvements, prior to the Owner receiving the Purchase Price. Such possession and use of the Property by COUNTY may commence on or after September 3, 2008, or upon close of Escrow, whichever occurs first.

Further, Owner understands the urgency COUNTY has in respect to access and work on the Property, therefore COUNTY agrees that liability shall transfer to COUNTY when County accesses the Property and shall continue through the close of escrow. County shall indemnify, defend and hold harmless Randolph Paul Rhodes, Lorri Rhodes, Rhodes Family Trust, their heirs, and John Roden, Ellen Roden and their heirs, from and against any losses, costs, damages, and expenses resulting from claims for bodily injury or property damage arising out of any and all access and work to the Property.

Close of Escrow shall be on or before September 30, 2008.

7. OWNER'S INDEMNIFICATION

COUNTY shall purchase Title Insurance.

8. LEASE WARRANTY

Owner warrants there are no oral or written leases on any portion of the Property.

9. COUNTY'S USE AND LIABILITY

COUNTY agrees to release Owner from any liability arising from COUNTY exercising its rights under this Agreement. Furthermore, COUNTY agrees to assume responsibility for any damages to Owner's property caused by reason of COUNTY's use of the Property under this Agreement and will, at COUNTY's option, either repair or pay for such damage. This provision shall survive the

close of escrow.

10. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. PUBLIC PURPOSE

COUNTY requires the Property, which is not now appropriated to a public use, for the Project and COUNTY can acquire the Property through the exercise of the power of eminent domain.

Both Owner and COUNTY recognize the expense, time, effort and risk to both Owner and COUNTY in failing to resolve a dispute over compensation for the Property by eminent domain litigation; and therefore the parties agree that the compensation set forth herein is in compromise and settlement in lieu of such litigation.

13. AUTHORITY AND EXECUTION

This Agreement, which is valid only when executed by COUNTY, constitutes the complete understanding and mutual agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof or be binding.

14. ENTIRE AGREEMENT

The performance of this Agreement constitutes the entire consideration for the conveyance from Owner and shall relieve COUNTY of all further obligation or claim on this account, or on account of the location, grade or construction of the proposed public improvement and related facilities and/or structures.

15. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

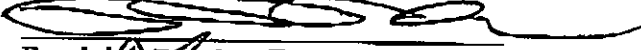
(Remainder of this page intentionally left blank.)

This Agreement shall bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Owner

RANDOLPH RHODES AND LORRI RHODES, Trustees U.D.T., Dated September 13, 1991 Entitled the 1991 Rhodes Family Trust, as to a 50% interest
JOHN RODEN AND ELLEN RODEN, as husband and wife, as to a 50% interest

By: 
Randolph Rhodes, Trustee

By: 
Lorri Rhodes, Trustee

By: _____
John Roden

By: _____
Ellen Roden

Mailing Address: 871 Industrial Road, Unit B, San Carlos, CA 94070
Telephone: (650) 465-2222

COUNTY

COUNTY OF SAN MATEO, a Political Subdivision of the State of California

Date: _____

By: _____
Adrienne J. Tissier
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____

- ATTACH: Exhibit "A" Legal Description of the Property
- Exhibit "B" Plat of the Property
- Exhibit "C" Escrow Instructions

Agreement for Purchase of Real Property
APN 083-140-040

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JOHN RODEN AND ELLEN RODEN, as husband and wife, as to a 50% interest

By: _____
Randolph Rhodes, Trustee

By: _____
Lorri Rhodes, Trustee

By: [Signature]
John Roden

By: [Signature] P.O.A.
for: Ellen Roden

Mailing Address: 871 Industrial Road, Unit B, San Carlos, CA 94070
Telephone: (650) 465-2222

COUNTY

COUNTY OF SAN MATEO, a Political Subdivision of the State of California

Date: _____

By: _____
Adrienne J. Tissier
President, Board of Supervisors

Attest:

Clerk of the Board

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EXHIBIT A

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE UNINCORPORATED COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 8 IN BLOCK 2, AS SHOWN IN THAT CERTAIN MAP ENTITLED "CUESTA LA HONDA SUBDIVISION NO. 3, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON APRIL 12, 1930 IN BOOK 18 OF MAPS AT PAGE(S) 24 AND 25.

APN: 083-140-040

EXHIBIT B

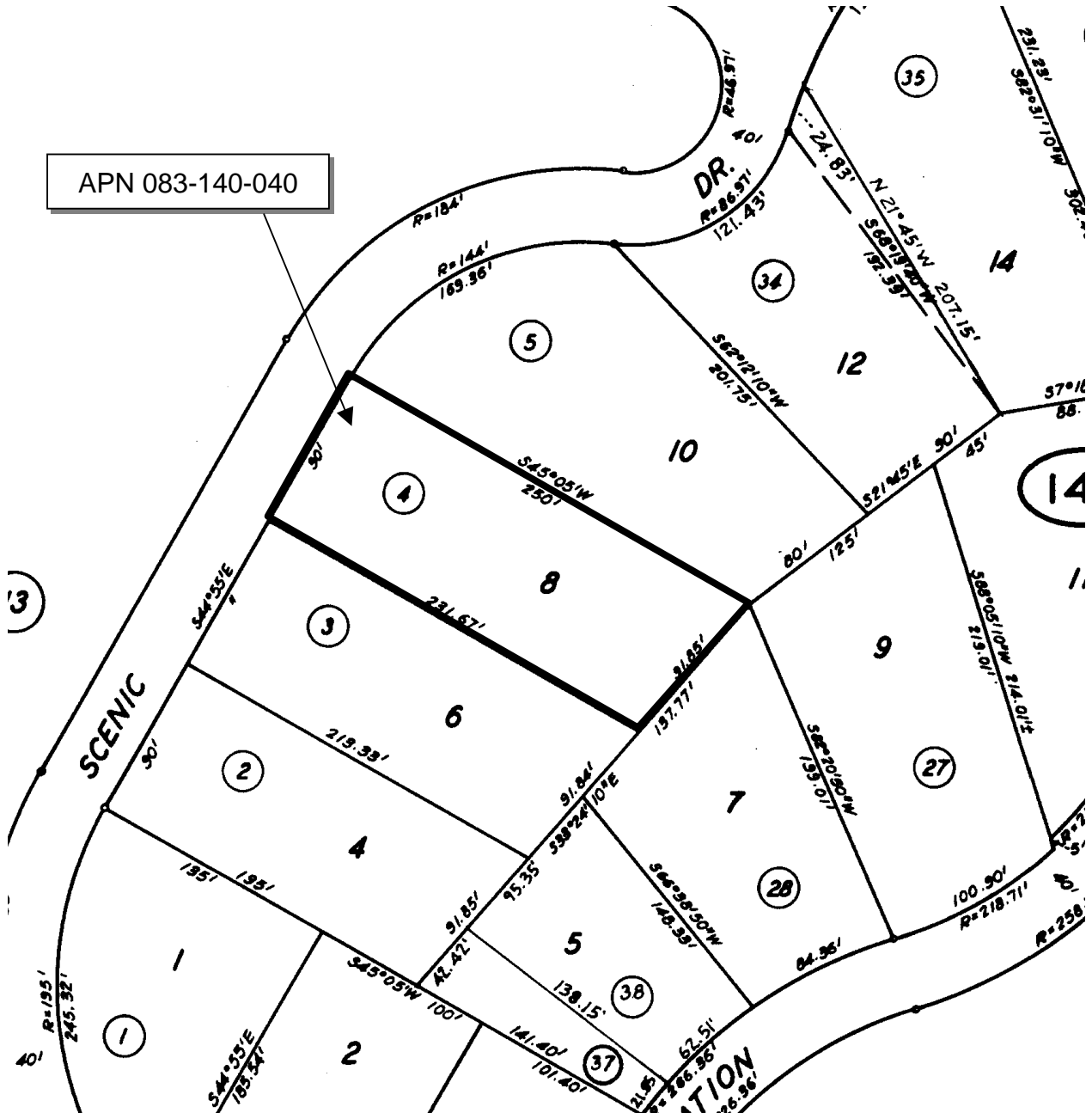


EXHIBIT C

The following general provisions shall apply in this escrow:

1. Deposit and Disbursement of Funds. All funds received in this escrow shall be deposited in accordance with the **Deposit Instructions/ Authorizations** provided by the party depositing funds into an escrow account maintained by Escrow Holder.

Disbursements are ordinarily made by check of Escrow Holder. Escrow Holder offers its customers the opportunity to transfer funds by wire from its depository bank. Use of a wire transfer may offer benefits to a party who wishes to more quickly satisfy an obligation and stop the accrual of additional interest. Escrow Holder's wire transfer service handling fee is \$25.00 for each wire requested. Advise Escrow Holder if a wire transfer is required for any portion of the escrow funds or proceeds.

2. Prorations and Adjustments. All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. At closing, Escrow Holder may adjust estimated amounts and prorations and other items that may change based on the recording date. In all acts relating, but not limited to fire/hazard insurance, rents and rental deposits, real property taxes, and interest, Escrow Holder shall presume that the information provided to Escrow Holder by the parties to this escrow, or their agent(s), is correct and that insurance premiums have been paid.

3. Recordation of Instruments. If necessary or proper for the issuance of the Policy of Title Insurance requested in this escrow, recordation of any instrument delivered to escrow is authorized. Escrow Holder is further authorized to take any action necessary to comply with these instructions and the instructions of any lender and to execute any and all documents that may be necessary or incidental to the carrying out of these instructions.

4. Authorization to Furnish Copies. Escrow Holder is authorized to furnish copies of these instructions and supplements thereto, notices of cancellation, and closing statements pertaining to this escrow to the real estate broker(s) and lender(s) named in this escrow.

5. Delivery of Non-Recorded Documents. Upon close of escrow, documents that are not required to be recorded may be delivered by Escrow Holder by depositing same in the United States Mail, postage prepaid, addressed to the party entitled thereto, at the mailing address provided to Escrow Holder.

6. Conflicting Instructions. Upon receipt of any conflicting instructions (other than cancellation instructions), Escrow Holder is no longer obligated to take any further action in connection with this escrow until further consistent instructions are received from the parties. Escrow Holder is authorized to hold all monies and/or instruments in this escrow until otherwise directed, either by the parties' mutual written instructions or by final order of a court of competent jurisdiction. In the event of conflicting claims to any funds or other documents, Escrow Holder shall have the absolute right, at Escrow Holder's discretion, to file an action in interpleader requiring the parties to answer and litigate their several claims and rights amongst themselves. Any such action must comply with the requisite interpleader statutes of the state of California in this regard.

7. Disclosure. Escrow Holder shall have no duty to disclose to any party to this escrow any information, which may come to Escrow Holder's attention concerning this transaction unless specifically requested to do so by any party.

8. Right of Cancellation. This escrow shall be deemed canceled upon Escrow Holder's receipt of any party's instruction to cancel the escrow. Upon receipt of a party's instructions to cancel the escrow, Escrow Holder shall distribute Cancellation Instructions to the parties or to their agents regarding the disbursement of funds in the escrow. Escrow Holder then is no longer obligated to take any further action in connection with this escrow until receipt of mutual nonconflicting instructions from the parties. Upon receipt of mutual, non-conflicting instructions regarding the disbursement of funds in the escrow, Escrow Holder shall disburse the funds in accordance with the instructions, less fees and other costs incurred in connection with the escrow. In the absence of non-conflicting instructions regarding the disbursement of funds in the escrow, Escrow Holder is authorized and instructed to hold all earnest money funds in accordance with the terms of Paragraph 6 above, but Escrow Holder may distribute all funds in excess of earnest money to the depositors of the funds or their assignees at Escrow Holder's sole discretion.

9. Entire Agreement and Indemnification. These General Provisions and the joint escrow instructions received and accepted by Escrow Holder (if applicable) shall be the whole and only agreement between the parties regarding the

obligations of Escrow Holder to complete this escrow and shall supersede and cancel any prior instructions. Escrow Holder shall disregard and assume no responsibility for complying with any other agreement(s) between the parties, whether or not such agreement(s) have been made a part of this escrow. To the extent of any conflicts between these General Provisions (including joint escrow instructions, if applicable) and any other agreement(s) between the parties, these General Provisions (including joint escrow instructions, if applicable) shall control.

10. Preliminary Report Approval. The parties to this escrow acknowledge that a copy of the preliminary report issued in conjunction with this escrow will be read and approved upon receipt and the parties will certify that there are no liens or encumbrances, other than those shown on said report that affect the property which is the subject of this escrow. Approval shall be assumed absent an objection to any item in the preliminary report and certification shall be assumed unless Escrow Holder is provided information sufficient to identify liens or encumbrances not shown on the preliminary report.

11. Compliance with Regulatory Matters. Escrow Holder is not responsible or liable for determining that there has been compliance with any matters that are excluded from coverage under the title insurance policy to be issued in conjunction with close of this escrow including, but not limited to, county or municipal ordinances and state, county or municipal subdivision or land division regulations or laws. Reference is made to the policy form on file with the Insurance Commissioner of the State of California and available through the Title Company for the customer's review for a complete statement of such exclusions.

12. Licensee Status. Escrow Holder is not responsible or liable for determining that any person or entity receiving a commission or other compensation from escrow is currently and regularly licensed, nor for communicating the license status of any person or entity receiving a commission or other compensation from escrow to the parties herein.

13. Unclaimed Funds. After three (3) years from the deposit of funds into escrow, any amounts thereafter remaining unclaimed may be escheated to the State of California in compliance with the State of California's Unclaimed Property Law and Regulations.

14. Fees and Charges. The parties to this escrow agree to pay all charges, billings, advances and expenses, including cancellation fees, that are properly chargeable to the undersigned, and further to pay any balance for fees, costs or shortages due in connection with these instructions.

15. Payments From Escrow. Escrow Holder is acting as the disbursing agent of the parties to this escrow for all payments, such as, but not limited to, commissions, signing service providers, notary fees and termite inspections and/or reports, owed and authorized herein by the parties.

16. Inspections. Escrow Holder is relieved of any obligation to order or obtain any of the inspections or reports required by this transaction.

17. Contingencies. Escrow Holder is relieved of any obligation to monitor, schedule the timing of, or obtain any party's compliance with, any of the contingencies required by this transaction.