

GRANT OF CONSERVATION EASEMENT

This GRANT DEED OF CONSERVATION EASEMENT is made on April 26th, 2025, by Z ENTERPRISES LP, having an address at 1551 Crystal Springs Road, Hillsborough, CA 94010 ("Grantor") in favor of the COUNTY OF SAN MATEO having an address at County Government Center, 400 County Center, Redwood City, CA 94063 ("Grantee" or "County").

RECITALS

WHEREAS, Section 8.134.100 (Conservation Open Space Easement) of the San Mateo County (County) Ordinance (Ordinance) requires, after any land division of lands zoned Resource Management (RM), that the applicant for the land division grant to the County (and that the County accept) a conservation easement, containing a covenant running with the land in perpetuity, which limits the use of the land covered by the easement to uses consistent with open space as defined in the California Open Space Lands Act of 1972 in January 1, 1980; and

WHEREAS, Grantor is the owner of lands located in the County of San Mateo, commonly referred to as the Lands of Zmay, the Vesting Tentative Parcel Map for which was approved by the San Mateo County Board of Supervisors on October 18, 2022.

WHEREAS, Grantor wishes to grant to Grantee a conservation easement over the property described in the attached Exhibit A (description for the designated area for the proposed conservation easement/open space 48,234 acres per Vesting Tentative Parcel Map), which is incorporated herein by reference (the "Subject Property"), in fulfillment of the requirements of Section 8.134.100 of the County Ordinance Cod.

WHEREAS, originally the 48.234 acres of Subject Property was approximately 60 acres, which now has been or will be resubdivided by final subdivision map to a 9.8 acre parcel with one house and three other parcels each less than 1 acre with allowance to build one house on each parcel. This Grant of Conservation Easement is conditioned on the issuance of the above-referenced final subdivision map with conditions allowing one house on each parcel.

NOW, THEREFORE, in consideration of the mutual covenants, terms, restrictions and conditions hereinafter set forth, Grantor hereby grants and

conveys to Grantee and its successors, a conservation easement, in gross and in perpetuity, on the terms, and subject to the limitations set forth herein.

Description of Property

1. Grantor is the sole owner of the Subject Property, located in the County of San Mateo, State of California and the Subject Property is the subject of this grant. The Subject Property is delineated on the Lands of Zmay Vesting Tentative Parcel Map and listed and described on Exhibit A, which is attached to and made part of this grant by reference.

Conservation Values

2. The Subject Property possesses natural, scenic, open space, habitat preservation, and recreational values which will be conserved through prevention of any future large scale residential development. In particular,
 - a. The preservation of the Subject Property is consistent with the General Plan of the County; and
 - b. The preservation of the Subject Property is in the best interest of the County and specifically because:
 - (1) The land is essentially unimproved and if retained in its natural state has scenic value to the public and this instrument contains appropriate covenants to that end; and
 - (2) It is in the public interest that the Subject Property be retained as Open Space because such land will add to the amenities of living in neighboring urbanized areas.
 - c. The preservation of the Subject Property is consistent with the Grantor's primary goal to maintain eligibility under the California Land Conservation Act of 1965 (also commonly referred to as the "Williamson Act.")

Intention of Grantor

3. It is the intention of Grantor to grant to Grantee a conservation easement on, over, across, and under the Subject Property pursuant to the Open Space Easement Act of 1974, appearing at Chapter 6.6 (commencing with Section 51070) of Part 1, Division 1, Title 5 of the California Government Code, and

in fulfillment of the requirements Section 8.134.100 of the County Ordinance Code whereby Grantor relinquishes certain rights and enters into certain covenants concerning the Subject Property, as more particularly set forth below. It is the intention of the Grantor that this grant meet all of the requirements of Section 170(h)(1) of the United States Internal Revenue Code.

Purpose of Easement

4. The purpose of this grant of an open space easement in the Subject Property is to preserve the natural and scenic character of the Subject Property, subject to the restrictions set forth herein, and to prevent any future large scale residential development of the Subject Property that will impair or interfere with the conservation values of the Subject Property, Grantor intends that this Conservation Easement will confine the use of the Subject Property to activities and improvements for the limited permitted uses.

Description of Grantee

5. Grantee is a political subdivision of the State of California, and is the entity designated under Section 8.134.100 of the County Ordinance Code to accept easements granted pursuant to that section.

Acceptance by Grantee

6. By accepting this grant, Grantee agrees to honor the intentions of Grantor to act in a manner consistent with the purposes of this grant, and to preserve and protect in perpetuity the conservation values of the Subject Property. Grantee shall accept this grant in satisfaction of Condition Six (6) to the approval by the Board of Supervisors on October 18, 2022 and other related conditions of approval regarding a conservation easement. The effective date of this grant shall be the date that this grant of easement is recorded. In the event that any Parcel Map or the Final Subdivision Map is invalidated as a result of a legal challenge, this easement shall cease to have any effect and the Grantee shall reconvey to Grantor all rights it may hold by virtue of this easement and shall promptly record a quitclaim of all such rights. This grant satisfies the requirements in the County's Resource Management Zoning District for a subdivision under the Resource Management Zoning District.

Grant of Easement

7. In consideration of the above and the mutual covenants, terms, conditions, and restrictions contained in this grant deed, and pursuant to the laws of California and in particular to the Open Space Easement Act of 1974 and Section 8.134.100 of the County Ordinance Code, Grantor voluntarily grants to Grantee a conservation easement in gross in the Subject Property in perpetuity subject to the terms of this grant deed.

Covenants

8. The Subject Property shall be used by Grantor and Grantor's successors in interest only for those purposes that will maintain the existing open space character of the Subject Property. Any uses of the Subject Property shall further be limited to uses consistent with open space as defined in the California Open Space Lands Act of 1972, on January 1, 1980, as set forth in Government Code Section 65560.

Without limiting the generality of the foregoing, Grantor and Grantor's successors in interest hereby covenant that they will refrain, in perpetuity, from doing, causing, or permitting any of the following acts with respect to the Subject Property:

- a. Using or permitting the use of the Subject Property for any purpose except as is consistent with the stated purposes, terms, conditions, restrictions, and covenants of this easement, with the provisions of the Open Space Easement Act of 1974. and with the findings of the Board of Supervisors of the County of San Mateo pursuant to California Government Code Section 51084.
- b. Constructing improvements on the Subject Property. However, Grantor may construct and maintain existing utility, road and access easements or any such easements authorized or reserved by the Vesting Tentative Parcel Map for the Lands of Zmay approved by the Board of Supervisors of the County of San Mateo on October 18, 2022, and make necessary improvements, including surfacing of the Subject Property, provided that any such construction and maintenance shall be carried out consistently with the conservation values that this Conservation Easement was intended to protect. This section is not intended to approve or otherwise legalize existing improvements constructed by any third person on the Subject Property, nor is to be construed as requiring

that Grantor remove any such improvements that exist as of the effective date of this easement.

- c. Cutting or removing native timber or trees found or located on the Subject Property, except as may be required for fire prevention (but only as consistent with Section 9.b. below), thinning, elimination of diseased growth, or similar preventive measures in a manner compatible with the purposes of this grant, except as to the extent necessary for the limited permitted uses. Cutting, uprooting, or removing natural growth found or located on the Subject Property, except as may be required for fire prevention (but only as consistent with Section 9.b. below), thinning, elimination of diseased growth, similar preventive measures in a manner compatible with the purposes of this grant. Nothing in this Conservation Easement shall exempt Grantor from compliance with any regulations and/or permit requirements governing the removal of trees.
- d. Dividing or subdividing the Subject Property.
- e. If, during any time in which the Subject Property is owned by a public agency, and with respect to any activity that is otherwise permitted under the terms of this easement, this Section 8 shall not restrict Grantor from undertaking any such activity in any manner necessary in order to comply with the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any analogous state or federal laws.

Reservation of Rights

- 9. Grantor reserves the right to all uses and occupancy of, and ingress and egress to and from, the Subject Property in any manner consistent with the stated purposes, terms, conditions, restrictions, and covenants of this grant. Those uses include the following specific enumerated rights:
 - a. The right to remove hazardous substances, rubbish, diseased plants or trees and to correct dangerous conditions on the Subject Property.
 - b. The right to remove understory vegetation which, according to the County Fire Marshal, constitutes a fire hazard to the neighboring parcels. Nothing in this subsection of this Conservation Easement shall exempt the Grantor from compliance with regulations and/or permit requirements regarding the removal of trees.

- c. The right to repair underground utility lines.
- d. The right to post signs to deter trespass or to prevent, pursuant to Civil Code Section 1008, the creation of prescriptive easements, which signs shall be of no greater size than the minimum specified by law.
- e. Nothing in this Conservation Easement shall exempt Grantor from compliance with any regulations and/or permit requirements governing the development and/or construction of the structures considered to be accessory to the above permitted uses.

Grantee's Approval

- 10. Whenever this grant deed requires Grantor to obtain the prior written approval or permission of the Grantee, the Grantor will notify the Grantee not less than fifteen (15) business days in advance of the date that Grantor intends to undertake the activity. The notice must describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to the consistency of the activity with the purpose of this grant. The Grantee shall grant or deny approval in writing within ten (10) business days of receipt of Grantor's notice. Grantee may deny approval only on a reasonable determination that the proposed action would be inconsistent with the purpose of this grant. The provisions of this Section 10 shall not apply during any time in which the Subject Property is owned by a public agency.

Right to Prevent Prohibited Use

- 11. Grantor grants to Grantee and Grantee's successors and assigns, for the duration of this grant, the right, but not the obligation, to prevent or prohibit any activity that is inconsistent with the stated purposes, terms, conditions, restrictions, or covenants of this grant and the right to enter the Subject Property for the purpose of removing any building, structure, improvement, or any material whatsoever constructed, placed, stored, deposited, or maintained on the Subject Property contrary to the stated purposes of this grant or to any term, condition, restriction, or covenant of this grant. By this grant, Grantor retains all rights to enforce the easement and any rights as an owner not inconsistent with this grant.

Enforcement

12. a. The purposes, terms, conditions, restrictions, and covenants in this grant may be specifically enforced or enjoined by proceedings in the Superior Court of the State of California, consistent with the terms of Section 51086 of the California Government Code.
- b. It is understood and agreed that the enforcement proceedings provided in this section are not exclusive and that any action to enforce the terms and provisions of the Grant of Open Space Easement shall be at the discretion of Grantee and may be brought at law or in equity. Any forbearance on the part of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, or by Grantor's heirs, successors, personal representatives or assigns shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of any subsequent breach.
- c. In any action by Grantee to enjoin any violation of this easement, Grantor agrees that Grantee shall have no obligation to prove either actual damages or the inadequacy of otherwise available legal remedies. Grantor agrees that Grantee's remedies at law for any violation of this easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

Grantee's Rights

13. As against the County of San Mateo, in its capacity as Grantee, the purposes of this Conservation Easement are presumed to be the highest and most necessary use of the Subject Property as defined at Section 1240.680 of the California Code of Civil Procedure notwithstanding Sections 1240.690 and 1240.700 of that Code. If an action in eminent domain for condemnation of any interest in the Subject Property is filed, or if the Subject Property is acquired for a public improvement by a public agency or person, these restrictions will be null and void as to the interest in the Subject Property actually condemned or acquired. However, all conditions, restrictions, and covenants of this grant will be in effect during the pendency of such an action; if such an action is abandoned before the recordation of a final order

of condemnation, any portion of the Subject Property that is not actually acquired for public use will once again be subject to all of the terms, conditions, restrictions, and covenants of this grant. Grantor will be entitled to the amount of compensation as if the Subject Property had not been burdened by the conservation easement, consistent with Section 51095 of the California Government Code. Nothing in this section shall preclude consideration of zoning as reflected in the approved Final Parcel Map.

Abandonment

14. The easement granted by this instrument may not be abandoned, in whole or in part, and Sections 51093 and 51094 of the California Government Code shall be inapplicable to this Conservation Easement.

Taxes and Assessments

15. Grantor or Grantor's successor or assigns shall pay or cause to be paid all real property taxes and other assessments (general and special), fees, and charges of whatever description levied or assessed against the Subject Property. Grantee agrees to cooperate with Grantor in documenting the existence and property tax related effect of the easement for the Assessor of San Mateo County. The provisions of this Section 17 shall not apply during any time in which the Subject Property is owned by a public agency.

Maintenance

16. The Grantee shall not be obligated to maintain, improve or otherwise expend any funds in connection with the use or enjoyment of Subject Property or any interest created by this Grant of Easement.

Liability and Indemnification

17. Remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The failure of the Grantee to discover a violation shall not bar Grantee from taking action at a later time. The provisions of this Section 12.c. shall not apply during any time in which the Subject Property is owned by a public agency.

Acts Beyond Grantor's Control

18. Nothing contained in this instrument may be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Subject Property resulting from causes that are beyond Grantor's control, including,

but not limited to, third party actions, trespass, fire, flood, storm, earth movement, or any prudent or reasonable action undertaken by Grantor in an emergency situation to prevent or mitigate damage or injury to the Subject Property resulting from such causes, provided that the emergency situation does not result from, or is not related to, actions undertaken by the Grantor. Nothing herein shall relieve Grantor of the obligation to apply for and obtain any required permits or approvals for any such actions.

No Authorization for Public Trespass

19. a. The granting of this Conservation Easement by this instrument and the acceptance of the easement by the Grantee do not, in themselves, authorize, and are not to be construed as authorizing, the public or any member of the public to enter, trespass on, or use all or any portion of the Subject Property, or as granting to the public or any member of the public any tangible rights in or to the Subject Property. It is understood that the purpose of this grant is solely to restrict the use of the Subject Property, so that it may be kept as near as possible in its natural state.
- b. It is the intention of Grantor and Grantee that should the fee simple interest in the Subject Property be transferred to a public agency or qualified non-profit entity or the County of San Mateo, passive recreational uses that preserve the natural open space character of the land may be allowed, including, but not limited to, nature walks, day hiking, picnicking, bird watching and photography. Any such future use would be subject to the approval of such subsequent owner.

Condemnation

20. a. Grantor retains all responsibility and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Subject Property provided that, due to the infeasibility relating to topography, costs and biological sensitivity, Grantor's liability for removing undergrowth, vegetation, dead trees and brush shall be excluded except all adjacent property owners shall be allowed to clear brush undergrowth or dead trees for a distance of 30 feet or greater from the property lines. Grantor agrees that the Grantee shall not have any duty or responsibility for the operation, upkeep, or maintenance of the Subject Property, or the protection of Grantor, the public or any other third parties from risks related to the condition of the Subject Property. Grantor shall remain solely responsible for obtaining any applicable governmental

permits and approvals required for any activity or use by Grantor permitted by this easement, including permits and approvals required from Grantee acting in its regulatory capacity and any activity or use shall be undertaken in accordance with all applicable federal, state, local, and administrative agency laws, statutes, ordinances, rules, regulations, orders, and requirements.

- b. Acceptance of this Grant of Open Space Easement by Grantee is subject to the express condition that the Grantee and its officers, agents, members and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Grantor, or property of any kind whatsoever and to whomsoever belonging, including Grantor, resulting from any pre-existing condition(s) on the Subject and any acts or omissions of the Grantor or Grantor's predecessors or successors in interest related to the Subject Property. Grantor, on its behalf and on behalf of its successors in interest, hereby covenants and agrees to indemnify and hold harmless the Grantee, and its directors, officers, employees, agents, contractors, and representatives, and their respective heirs, personal representatives, successors, and assigns (each, an "Indemnified Party") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorney {s} fees and other litigation expenses), causes of actions, claims, demands, orders, liens, or judgments (each, a "Claim") on account of or arising out of any pre-existing condition{s) on the Subject Property and any acts or omissions of the Grantor or Grantor's predecessors or successors in interest related to the Subject Property, except that this indemnification obligation shall be inapplicable to any Claim determined to result solely from the negligence of Grantee or any of its agents.

If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor and its successors in interest shall; at the election of and upon written notice of any such Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Grantee's Indemnified Party or reimburse such Indemnified Party for all charges incurred for services of any government attorney {including, but not limited, for example, to attorneys of the Office of the County Counsel) in defending the action or proceeding. Grantee agrees that, in the defense of any such Claim, it will vigorously assert all existing and applicable immunities and defenses.

- c. The Grantee shall have no right of control over, nor duties and responsibilities with respect to, the Subject Property, which would subject the Grantee to liability occurring on the land, by virtue of the fact that the right of Grantee to enter the land is strictly limited to preventing uses inconsistent with the interests granted, and does not include the right or obligation to enter the land for the purposes of correcting any dangerous condition as defined by California Government Code Section 830.
- d. Grantor agrees to maintain bodily injury and property damage liability insurance as shall protect it from claims related to conditions on the Subject Property and to name the Indemnified Parties as additional insureds on such policies.
- e. The provisions of subsections 19.a. and 19.c. of this Section 19 shall not apply during any time in which the Subject Property is owned by a public agency.

Amendment

- 21. This Conservation Easement may not be amended in whole or in part as to any term, condition, restriction, or covenant without the prior written consent of the Grantor and Grantee. During all times that the County of San Mateo remains owner of this easement, any non-clerical amendment to this easement that is proposed shall be presented at a duly-noticed public meeting of the San Mateo County Planning Commission for a recommendation of the Planning Commission before the proposed amendment is presented to the San Mateo County Board of Supervisors for action.

In the event that another public agency besides the County of San Mateo becomes the owner of this easement, that public agency shall convene a public hearing before its governing board to consider any proposed amendments to this easement before the governing board approves any such proposed amendments. Notwithstanding the foregoing, in no event shall any amendment to this Conservation Easement be permitted which violates the California Open Space Lands Act or which contradicts the perpetual nature of this easement.

Binding on Successors and Assigns

22. This grant, and each and every term, condition, restriction, and covenant of this grant, is intended for the benefit of the public and is enforceable pursuant to the provisions of the Open Space Easement Act of 1974. This grant binds Grantor and Grantor's successors and assigns and constitutes a servitude on the Subject Property that runs with the land.

Liberal Construction

23. This easement is to be liberally construed in favor of the grant in order to effectuate the purposes of the easement and the policy and purpose of the Open Space Act of 1974. If any provision in this grant is found to be ambiguous, an interpretation consistent with the purpose of this easement that would render the provision valid will be adopted over any interpretation that would render it invalid.

Severability

24. If any provision of this grant is found to be invalid, or if the application of this easement to any person or circumstance is disallowed or found to be invalid, the remainder of the provisions of the grant, or the application of the grant to persons or circumstances other than those to which its application was disallowed or found invalid, will not be affected and will remain in full force and effect.

Controlling Law

25. This grant of easement is to be interpreted, enforced, and performed in accordance with the laws of the State of California.

Entire Agreement

26. This grant sets forth the entire agreement of the parties with respect to the conservation easement and supersedes all previous conversations, negotiations, understandings, settlements, or agreements related to the conservation easement.

Captions

27. The captions in this grant have been inserted solely for the purpose of convenience of reference and are not to be construed as part of this instrument and do not affect the construction or interpretation of the grant.

Enforceable Restriction

28. This easement is intended to constitute an enforceable restriction pursuant to the provisions of California Constitution, Article XIII, Section 8, and Sections 402.1 and 421 through 423.3 of the California Revenue and Taxation Code.

Counterparts

29. The parties may execute this instrument in two or more counterparts, which shall, collectively, be signed by all parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart controls.

Recording

30. Grantee shall record this Conservation Easement in the Office of the County Recorder of the County of San Mateo and may re-record it at any time that Grantee deems it necessary in order to preserve its rights in this easement.

Merger

31. It is the intent of the Grantor and the Grantee that the doctrine of merger not operate to extinguish this Conservation Easement if the same person or entity comes to own both the easement and the Subject Property. If, despite this stated intention, the doctrine of merger is determined to have extinguished this Conservation Easement, then a replacement conservation easement or restrictive covenant containing the same material protections embodied in this Conservation Easement shall be prepared and recorded against the Subject Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement Deed the day and year first written above.

Dated: 4-26-25

GRANTOR

Steve Zmay

Z ENTERPRISES LP

By: Steve Zmay, its General Manager

**PLEASE SEE ATTACHED
ACKNOWLEDGEMENT/JURAT
FROM NOTARY PUBLIC**

**PLEASE SEE
ACKNOWLEDGEMENT/JURAT
FROM NOTARY PUBLIC**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo)

On April 26th, 2025 before me, RISHI KESAVATH, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared STEVEN COSTA ZMAY,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)



RE ATTACHED
JURAT
NOTARY PUBLIC

ACCEPTANCE OF CONSERVATION EASEMENT

Pursuant to the provisions of the Open Space Easement Act of 1974, appearing at Chapter 6.6 of Part 1, Division 1, Title 5 of the California Government Code (commencing with Section 51070}, the County of San Mateo accepts this grant of a conservation easement.

Dated: _____

COUNTY OF SAN MATEO

By: _____

EXHIBIT A

LEGAL DESCRIPTION

CONSERVATION EASEMENT PORTION OF THE LANDS OF Z ENTERPRISES LP UNINCORPORATED SAN MATEO COUNTY

All that certain real property situate in the unincorporated County of San Mateo, State of California, being a portion of the lands of Z Enterprises LP as described in the Grant Deed recorded May 28, 2013, in Document No. 2013-079290, also being a portion of Parcel A as shown on that certain Parcel Map filed on May 9, 1983, in Book 53 of Parcel Maps at Pages 58 and 59, records of the Office of the Recorder of said County; said portion more particularly described as follows:

Beginning at the most northerly corner of said Parcel A;

Thence along the northerly line of said Parcel A South $72^{\circ}59'10''$ East, 792.60 feet;

Thence leaving said line South $3^{\circ}39'52''$ West, 152.53 feet;

Thence South $79^{\circ}18'23''$ East, 228.05 feet to the westerly line of Parrott Drive and the boundary line of said Parcel A as shown on said Map;

Thence along said line South $2^{\circ}07'16''$ West, 110.88 feet to the beginning of a tangent curve to the left having a radius of 478.00 feet;

Thence southerly along said curve through a central angle of $2^{\circ}55'29''$ a distance of 24.40 feet;

Thence leaving said line of Parrott Drive and the boundary of said Parcel A North $88^{\circ}39'04''$ West, 159.10 feet;

Thence South $54^{\circ}23'22''$ West, 120.81 feet;

Thence South $49^{\circ}47'33''$ East, 121.33 feet;

South $22^{\circ}17'20''$ West, 57.64 feet;

South $22^{\circ}42'40''$ East, 119.43 feet;

Thence North $68^{\circ}40'19''$ East, 217.22 feet to the westerly line of Parrott Drive and the boundary of said Parcel A;

Thence along said line South $27^{\circ}30'00''$ East, 200.04 feet to the beginning of a tangent curve to the right having a radius of 472.00 feet;

Thence southerly along said curve through a central angle of $5^{\circ}13'26''$ a distance of 43.03 feet;

Thence continuing along the boundary of said Parcel A the following courses and distances:

- South $69^{\circ}30'00''$ West, 100.05 feet;
- South $20^{\circ}30'00''$ East, 116.06 feet;
- North $69^{\circ}30'00''$ East, 100.28 feet;

- South 20°30'00" East, 198.97 feet;
- South 69°30'00" West, 110.00 feet;
- South 23°01'52" West, 193.16 feet;
- South 41°31'25" East, 213.60 feet;
- South 26°07'33" East, 285.02 feet;
- South 80°41'04" West, 160.00 feet;
- South 32°30'00" West, 83.14 feet;
- North 71°43'03" West, 150.82 feet;
- South 21°30'00" West, 115.00 feet to the beginning of a non-tangent curve concave to the east having a radius of 40.00 feet, and to which point a radial line bears South 15°00'00" East;
- Southerly along said curve through a central angle of 141°19'05" a distance of 98.66 feet to the beginning of a reverse curve to the right having a radius 40.00 feet;
- Southeasterly along said curve through a central angle of 51°19'05" a distance of 35.83 feet;
- South 62° 11' 23" West, 188.30 feet;
- South 41° 30' 00" East, 162.61 feet;
- South 8° 00' 00" East, 90.00 feet;
- South 22° 00' 00" East, 70.00 feet;
- South 56° 00' 00" West, 49.92 feet;
- South 0° 06' 20" West, 138.35 feet to the beginning of a non-tangent curve concave to the south having a radius of 40.00 feet, and to which point a radial line bears North 14° 34' 59" East;
- Westerly along said curve through a central angle of 28°57'18" a distance of 20.21 feet;
- North 0° 06' 20" East, 124.81 feet;
- South 56° 00' 00" West, 25.92 feet;
- North 85° 00' 29" West, 164.07 feet;
- South 0° 00' 00" East, 134.00 feet;
- South 56° 55' 00" West, 105.00 feet;
- South 76° 10' 24" West, 213.94 feet;
- South 49° 00' 00" West, 170.00 feet;
- South 9° 30' 00" East, 100.00 feet;
- South 49° 28' 00" West, 53.00 feet;
- South 23° 37' 40" East, 390.36 feet;
- South 13° 02' 22" West, 0.16 feet to the northwesterly line of the lands described in the Grant Deed recorded December 31, 2021, in Document No. 2021-178012, records of said County;

Thence along said northwesterly line South 66° 36' 19" West, 147.65 feet to the northeasterly line of Polhemus Road and the boundary of said Parcel A;

Thence along the boundary of said Parcel A the following courses and distances:

- North 45° 10' 57" West, 74.59 feet;
- South 44° 49' 03" West, 30.00 feet;
- North 45° 10' 57" West, 235.31 feet;
- North 35° 48' 20" West, 167.01 feet;
- North 42° 12' 03" East, 50.00 feet;
- North 47° 47' 57" West, 50.00 feet;
- North 42° 12' 03" East, 10.00 feet to the beginning of a non-tangent curve concave to the east having a radius of 140.00 feet, and to which point a radial line bears South 42° 12' 03" West;
- Southeasterly along said curve through a central angle of 61°16'00" a distance of 149.70 feet;
- North 35° 30' 14" West, 79.53 feet;

- North 13° 27' 51" East, 152.21 feet;
- South 84° 59' 53" East, 239.69 feet;
- North 40° 05' 05" East, 305.00 feet;
- North 36° 29' 55" West, 405.00 feet to a curve on the easterly line of Crystal Springs Road and the boundary of said Parcel A, said concave to the southeast having a radius of 650.00 feet, and to which point a radial line bears North 50° 58' 12" West;

Thence along the boundary of said Parcel A the following courses and distances:

- Northeasterly along last said curve through a central angle of 1°28'15" a distance of 16.69 feet;
- Tangent from said curve North 40° 30' 03" East, 237.74 feet to the beginning of a tangent curve to the left having a radius of 250.00 feet;
- Northerly along said curve through a central angle of 48°13'00" a distance of 210.39 feet;
- Tangent from said curve North 7° 42' 57" West, 131.62 feet;
- South 82° 17' 03" West, 20.00 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 430.00 feet, and to which point a radial line bears North 82° 17' 04" East;
- Northwesterly along said curve through a central angle of 41°44'16" a distance of 313.24 feet;
- Tangent from said curve North 49° 27' 12" West, 156.16 feet;
- North 26° 11' 47" West, 66.32 feet;
- North 17° 41' 47" West, 47.20 feet;
- North 6° 59' 47" West, 33.34 feet to the beginning of a non-tangent curve concave to the east having a radius of 220.00 feet, and to which point a radial line bears North 86° 22' 45" West;
- Northerly along said curve through a central angle of 24°23'33" a distance of 93.66 feet;
- Tangent from said curve North 28° 00' 48" East, 102.92 feet to the beginning of a tangent curve to the left having a radius of 200.00 feet;
- Northerly along said curve through a central angle of 11°30'05" a distance of 40.15 feet;

Thence leaving said boundary of Parcel A South 61° 08' 25" East, 148.03 feet;

Thence South 25° 28' 55" East, 106.23 feet;

Thence South 43° 35' 33" West, 86.17 feet;

Thence South 3° 26' 04" East, 93.87 feet;

Thence South 60° 40' 45" East, 148.22 feet;

Thence North 65° 30' 22" East, 189.87 feet;

Thence South 85° 54' 55" East, 263.71 feet;

Thence North 1° 28' 26" East, 251.23 feet;

Thence North 51° 02' 59" West, 150.42 feet;

Thence North 32° 29' 22" West, 591.50 feet;

Thence North $83^{\circ} 05' 00''$ West, 202.87 feet to said boundary of Parcel A;

Thence along said boundary of Parcel A the following courses and distances:

- North $6^{\circ} 55' 00''$ East, 29.60 feet to the beginning of a tangent curve to the left having a radius of 230.00 feet;
- Northerly along said curve through a central angle of $22^{\circ} 10' 00''$ a distance of 88.98 feet;
- Tangent from said curve North $15^{\circ} 15' 00''$ West, 20.02 feet to the beginning of a tangent curve to the left having a radius of 180.00 feet;
- Northerly along said curve through a central angle of $11^{\circ} 34' 15''$ a distance of 36.35 feet;
- Tangent from said curve North $26^{\circ} 49' 15''$ West, 109.89 feet to the beginning of a tangent curve to the right having a radius of 120.00 feet;
- Northerly along said curve through a central angle of $18^{\circ} 57' 46''$ a distance of 39.72 feet;

Thence tangent from said curve and along said boundary of Parcel A North $7^{\circ} 51' 29''$ West, 121.77 feet to the Point of Beginning.

Containing 48.89 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

Description prepared by MacLeod and Associates, Inc.



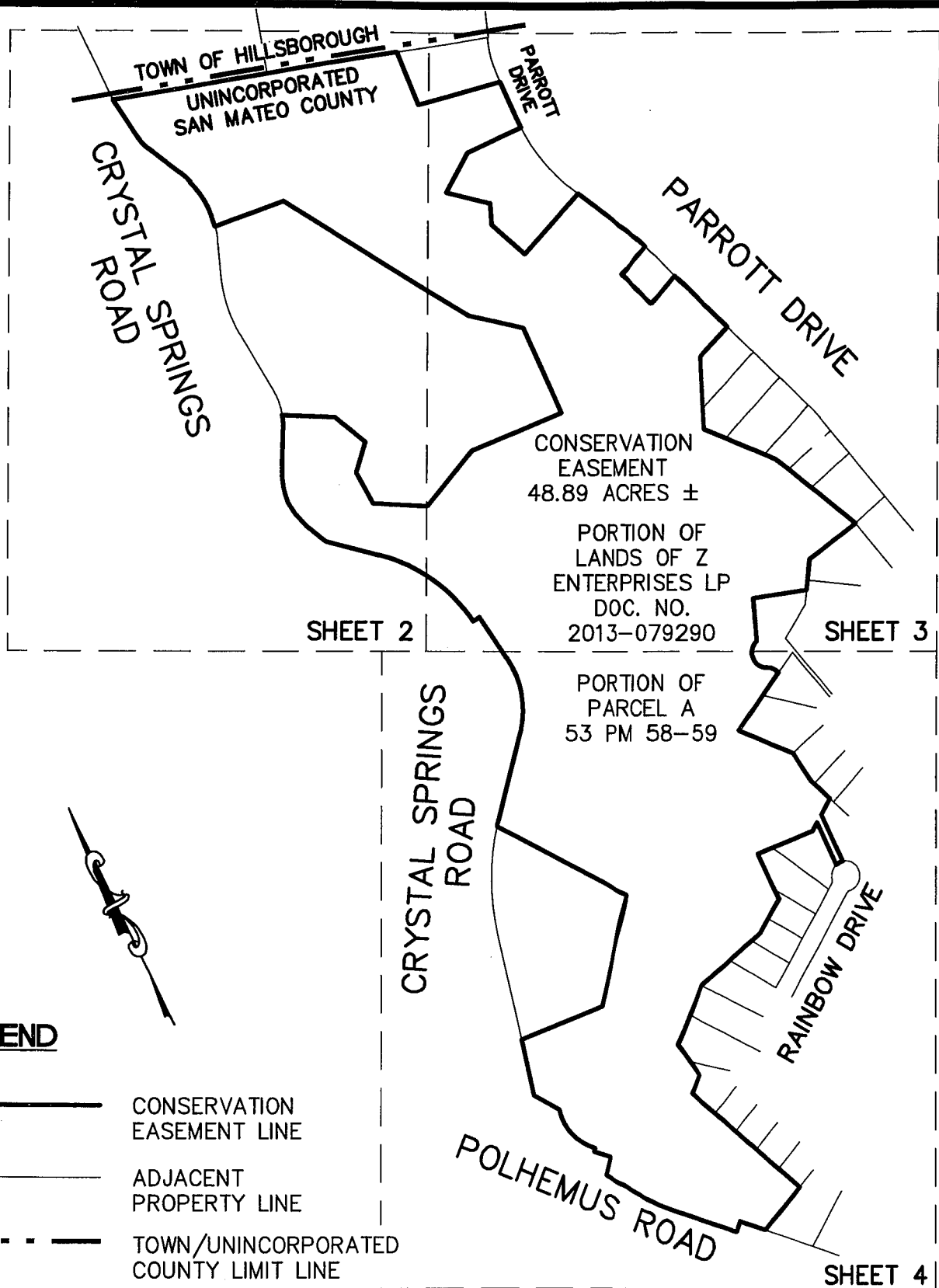
Daniel G. MacLeod

L.S. 5304

Date

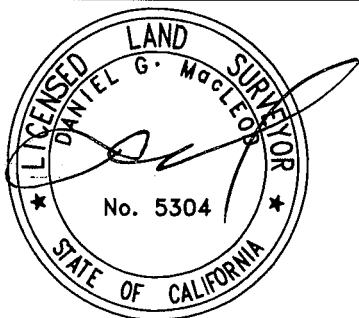
APRIL 3, 2025





LEGEND

- CONSERVATION EASEMENT LINE
- ADJACENT PROPERTY LINE
- TOWN/UNINCORPORATED COUNTY LIMIT LINE



TITLE: PLAT TO ACCOMPANY LEGAL DESCRIPTION OF CONSERVATION EASEMENT - KEY MAP

UNINCORPORATED

SAN MATEO COUNTY

CALIFORNIA

SHEET:
1 OF 4

PLAT:
DJK

SCALE:
1"= 400'

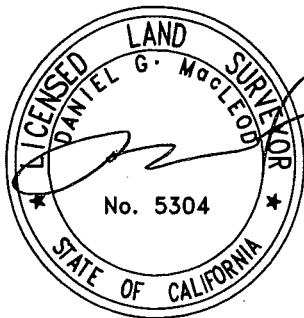
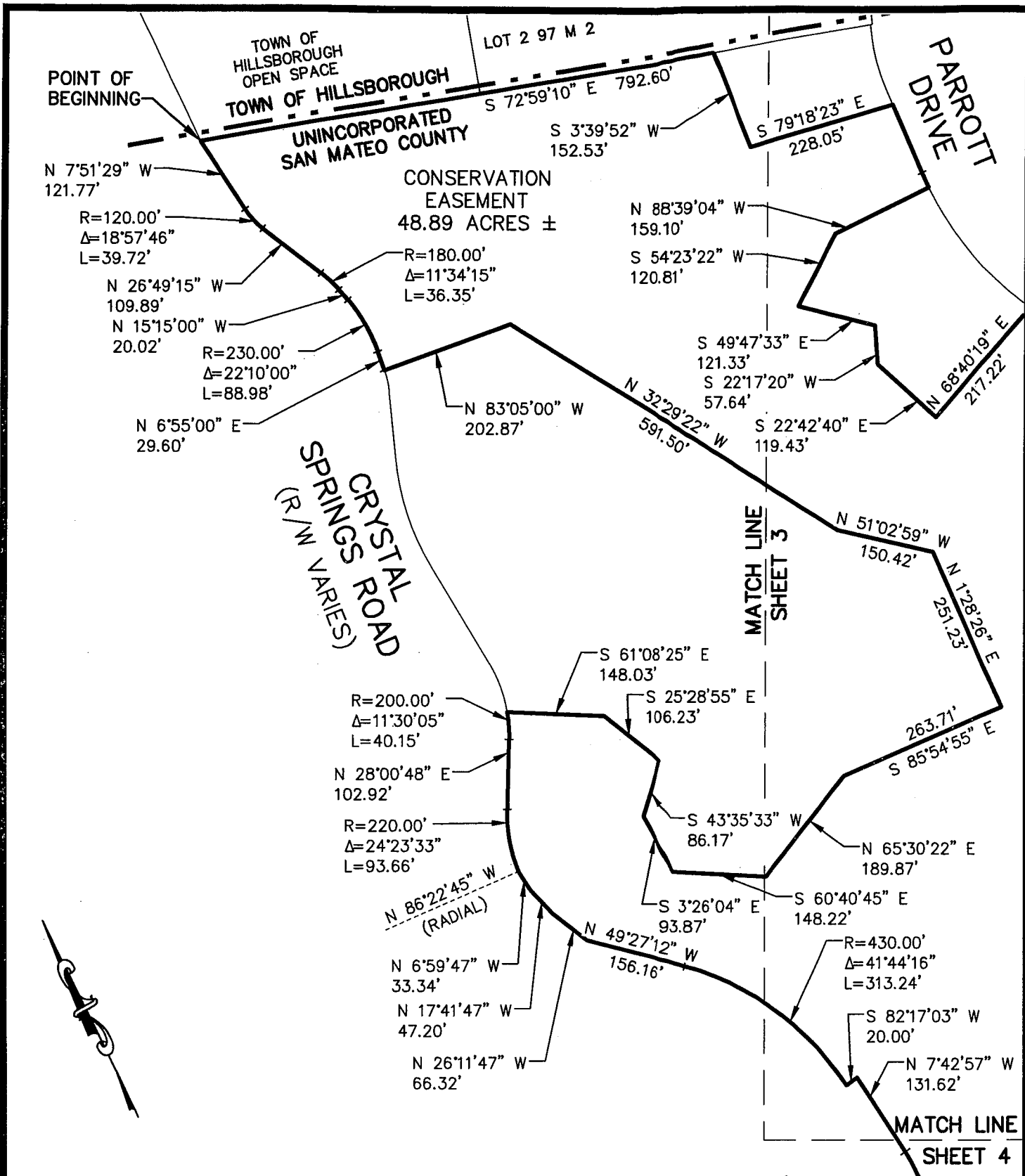
DATE:
04/03/25

JOB #:
3949-14

MacLEOD AND ASSOCIATES

CIVIL ENGINEERING • LAND SURVEYING

965 CENTER STREET SAN CARLOS CA 94070 (650) 593-8580



TITLE: PLAT TO ACCOMPANY LEGAL DESCRIPTION OF
CONSERVATION EASEMENT - SHEET 2

UNINCORPORATED

SAN MATEO COUNTY

CALIFORNIA

SHEET:
2 OF 4

PLAT:
DJK

SCALE:
1"= 200'

DATE:
04/03/25

JOB #:
3949-14

MACLEOD AND ASSOCIATES

CIVIL ENGINEERING • LAND SURVEYING

965 CENTER STREET SAN CARLOS CA 94070 (650) 593-8580

SHEET 3
MATCH LINE

CRYSTAL SPRINGS ROAD
(R/W VARIES)

POLHEMUS ROAD
(R/W VARIES)

CONSERVATION EASEMENT
48.89 ACRES ±

PARCEL 1
46 PM 31-32

R=40.00'
Δ=141°19'05"
L=98.66'

R=40.00'
Δ=51°19'05"
L=35.83'

S 62°11'23" W
188.30'

S 41°30'00" E
162.61'

S 8°00'00" E
90.00'

S 56°00'00" W
25.92'

S 22°00'00" E
70.00'

S 56°00'00" W
49.92'

S 0°06'20" W
138.35'

N 85°00'29" W
164.07'

N 0°06'20" E
124.81'

S 56°55'00" W
105.00'

S 76°10'24" W
213.94'

S 49°00'00" W
170.00'

S 9°30'00" E
100.00'

S 49°28'00" W
53.00'

(RADIAL)
N 42°12'03" E
10.00'

N 42°12'03" E
50.00'

N 45°10'57" W
74.59'

N 45°10'57" W
235.31'

S 44°49'03" W
30.00'

S 13°02'22" W
0.16'

S 66°36'19" W
147.65'

S 13°02'22" W
0.16'

S 66°36'19" W
147.65'

S 44°49'03" W
30.00'

S 13°02'22" W
0.16'

S 66°36'19" W
147.65'

S 13°02'22" W
0.16'

S 66°36'19" W
147.65'

S 13°02'22" W
0.16'

S 66°36'19" W
147.65'

RAINBOW DRIVE

DETAIL
NOT TO SCALE

(RADIAL)
N 14°34'59" E

R=40.00'
Δ=28°57'18"
L=20.21'

S 23°37'40" E
390.36'

S 13°02'22" W
0.16'

S 66°36'19" W
147.65'

S 13°02'22" W
0.16'

S 66°36'19" W
147.65'

S 13°02'22" W
0.16'

S 66°36'19" W
147.65'

S 13°02'22" W
0.16'

S 66°36'19" W
147.65'

S 13°02'22" W
0.16'

S 66°36'19" W
147.65'

S 13°02'22" W
0.16'

S 66°36'19" W
147.65'

S 13°02'22" W
0.16'

DOC. NO.
2021-178012



TITLE: PLAT TO ACCOMPANY LEGAL DESCRIPTION OF CONSERVATION EASEMENT - SHEET 4

UNINCORPORATED

SAN MATEO COUNTY

CALIFORNIA

SHEET:
4 OF 4

PLAT:
DJK

SCALE:
1" = 200'

DATE:
04/03/25

JOB #:
3949-14

MacLEOD AND ASSOCIATES

CIVIL ENGINEERING • LAND SURVEYING
965 CENTER STREET SAN CARLOS CA 94070 (650) 593-8580

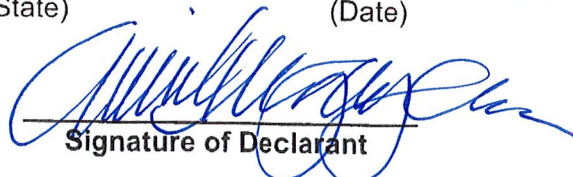
Certification

Pursuant to Government Code 27361.7, I certify (or declare) under penalty of perjury that the following is a true and correct copy of the illegible portions of this document, which are not photographically reproducible.

Select the Appropriate Box

- ☒ See attachment(s) for clarification
- ☐ The illegible portions of the document read as follows:
(Print or type the page number(s) and wording below)

Executed at REDWOOD CITY, CA on 5/12/2025
(City and State) (Date)


Signature of Declarant

MINH NGUYEN
Printed Name of Declarant

Enforceable Restriction

28. This easement is intended to constitute an enforceable restriction pursuant to the provisions of California Constitution, Article XIII, Section 8, and Sections 402.1 and 421 through 423.3 of the California Revenue and Taxation Code.

Counterparts

29. The parties may execute this instrument in two or more counterparts, which shall, collectively, be signed by all parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart controls.

Recording

30. Grantee shall record this Conservation Easement in the Office of the County Recorder of the County of San Mateo and may re-record it at any time that Grantee deems it necessary in order to preserve its rights in this easement.

Merger

31. It is the intent of the Grantor and the Grantee that the doctrine of merger not operate to extinguish this Conservation Easement if the same person or entity comes to own both the easement and the Subject Property. If, despite this stated intention, the doctrine of merger is determined to have extinguished this Conservation Easement, then a replacement conservation easement or restrictive covenant containing the same material protections embodied in this Conservation Easement shall be prepared and recorded against the Subject Property.