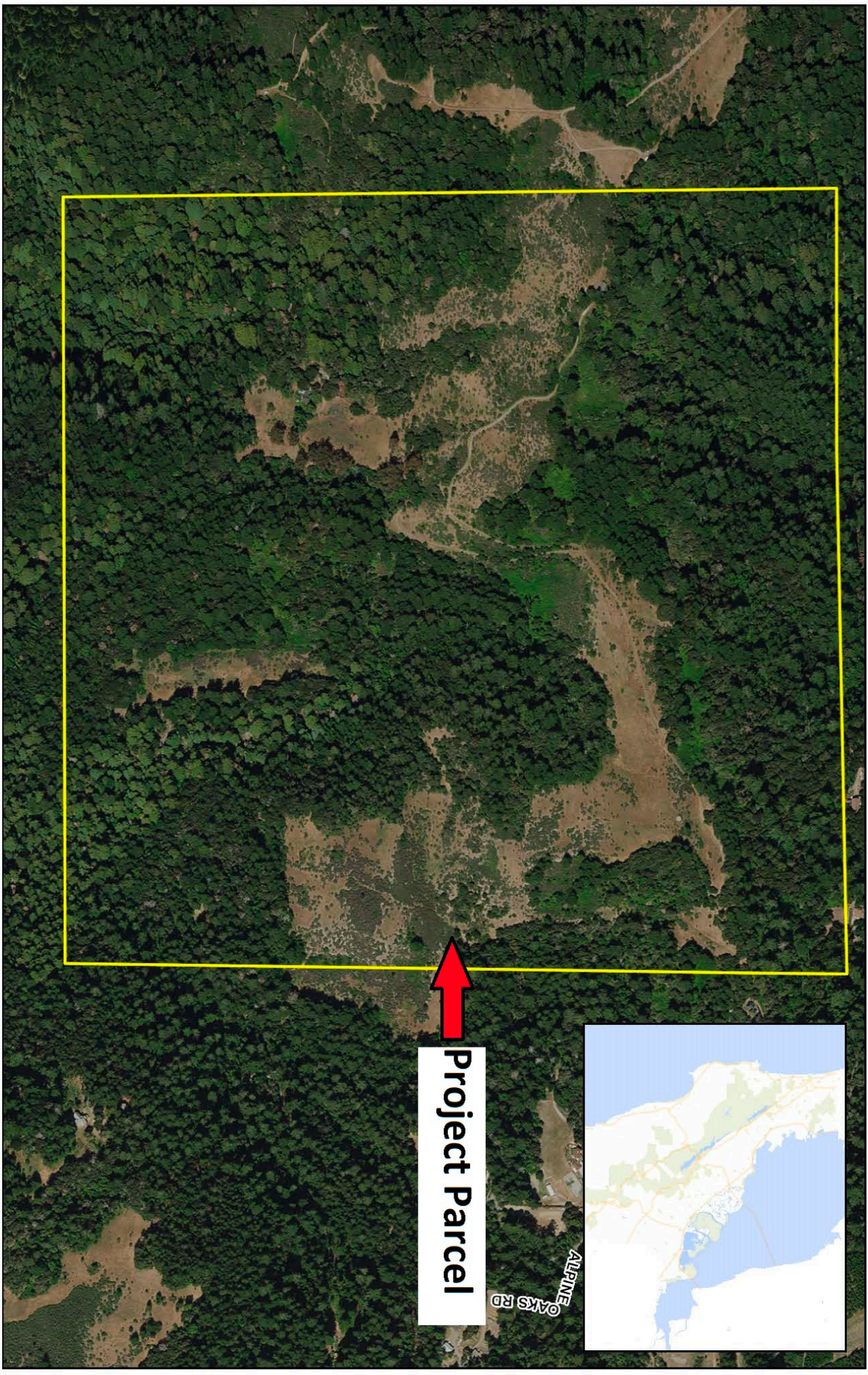




County of San Mateo - Planning and Building Department

ATTACHMENT A



Project Parcel

0.32 0 0.16 0.32 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

1:10,021



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THIS MAP IS NOT TO BE USED FOR NAVIGATION



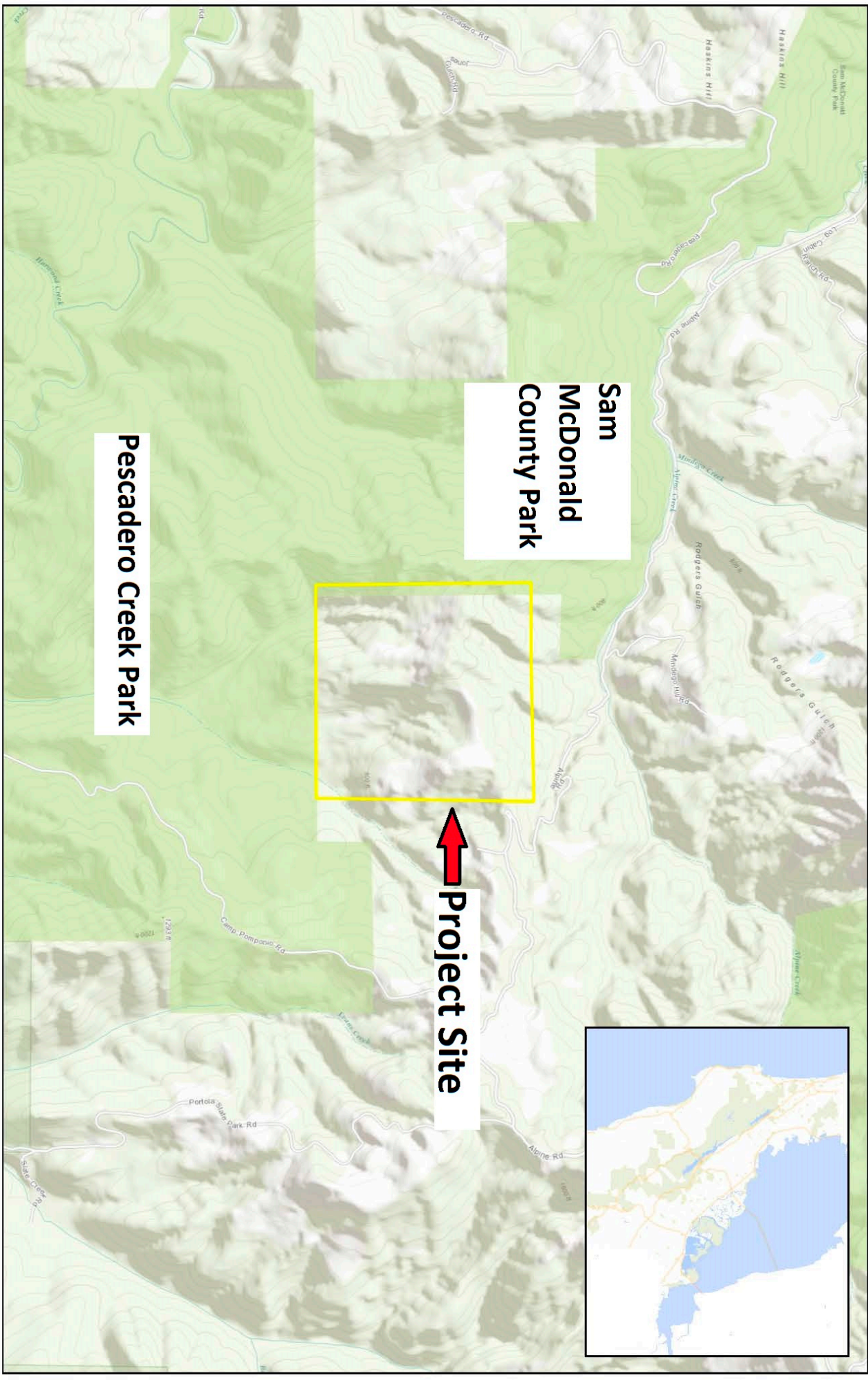
County of San Mateo - Planning and Building Department

ATTACHMENT B



San Mateo County

Vicinity Map for PLN2016-00059



1.14

0

0.57

1.14

Miles

1:36,111



WGS_1984_Web_Mercator_Auxiliary_Sphere
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County of San Mateo - Planning and Building Department

ATTACHMENT C

Recorded at the Request of, and When Recorded Return to: _____ Planning and Building Department 455 County Center, 2nd Floor Mail Drop PLN122 Redwood City, CA 94063 County File No.: _____ Exempt from Fees Pursuant to Government Code Section 27383	For Clerk Use Only
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County of San Mateo
Planning and Building Department

NOTICE OF RESCISSION OF CALIFORNIA LAND CONSERVATION CONTRACT

Property Owner: Peninsula Open Space Trust (POST)

Contract No.: Planning File No. AP 79-01

Assessor's Parcel Number: 083-340-140

Total Acreage (approx.): 352.96

Pursuant to the California Land Conservation Act of 1965 ("Williamson Act"), Government Code Section 51200, the County of San Mateo and property owner entered into a Land Conservation Contract (Planning File No. AP 79-01), Board of Supervisors' Resolution No. 040736 recorded in San Mateo County Records as Document No. 22691AP on February 27, 1980. The property subject to the Contract includes that real property currently assigned Assessor's Parcel Number 083-340-140, and consisting of approximately 352.96 acres (collectively referred to as the "Property" herein) more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference; and

Pursuant to Government Code Section 51245, the County of San Mateo Board of Supervisors authorized by Resolution No. 071565 on August 9, 2011, the recordation of a County-Initiated Notice of Non-Renewal for the Property and where said document was recorded in San Mateo County Records as Document No. 2011-110518 on September 23, 2011; and

Pursuant to Government Code Section 51255, the current owner of the property applied to the County to rescind the Contract with respect to the Property and simultaneously enter into an Open Space Easement Agreement for the Property pursuant to the Open Space Easement Act of 1974, Government Code Section 51070 et seq. On _____,

***Notice of Rescission of California Land Conservation Contract
APN 083-340-140 (POST)
Page 2***

the County Board of Supervisors approved the owner's request and an Open Space Easement Agreement for the Property was fully executed and is being recorded with the San Mateo County Clerk-Recorded simultaneously with this notice. Therefore, the Contract is hereby rescinded with respect to the Property pursuant to Government Code Section 51255.

Warren Slocum, President
Board of Supervisors

CERTIFICATE OF ACKNOWLEDGEMENT



County of San Mateo - Planning and Building Department

ATTACHMENT D

<p>Recorded at the Request of, and When Recorded Return to:</p> <p>Planning and Building Department 455 County Center, 2nd Floor Mail Drop PLN122 Redwood City, CA 94063</p> <p>Exempt from Fees Pursuant to Government Code Section 27383</p>	<p>For Clerk Use Only</p>
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County of San Mateo
Planning and Building Department

OPEN-SPACE EASEMENT AGREEMENT

This is an Open-Space Easement Agreement (“Agreement”) between the County of San Mateo, a political subdivision of the State of California (the “County”), and Peninsula Open Space Trust, a California public benefit corporation (“POST” or “Owner”).

RECITALS

- A. Owners are the legal owners of certain real property located within the unincorporated area of County of San Mateo, State of California, consisting of approximately 353 acres, Assessor Parcel Number 083-340-140 and which is more particularly described in Exhibit A (legal description) and Exhibit B (map) attached hereto and incorporated herein (the “Property”).
- B. The Property is encumbered by that certain pre-existing Grant of Conservation Easement, entered into by Owner as “Owner” thereunder and the Midpeninsula Regional Open Space District (“MROSD”) as “Holder” thereunder, effective as of February 27, 2015 and recorded in the real property records of San Mateo County as 2015-017880 (the “Conservation Easement”).

- C. The Property is presently improved with, among other things, a single-family residence, a barn, a cabin, roads, a well, and water tanks. Owners desire to convert the use of the cabin to a public recreational use as contemplated and permitted under the Conservation Easement.
- D. Both County and Owners desire to put this Agreement in place to protect the use of the Property for open space and uses compatible with open space.

**AGREEMENT SUBJECT TO OPEN-SPACE EASEMENT ACT OF 1974 AND
RELATED COUNTY ORDINANCES AND GUIDELINES**

NOW THEREFORE, in consideration of the above and for valuable consideration, including the mutual covenants, terms, conditions, and restrictions contained within this Agreement, and pursuant to the Open-Space Easement Act of 1974, California Government Code Section 51070 et seq. (the "Act"), this Agreement is subject to all of the provisions of the Act, including any amendments to the Act that may be enacted in the future. This Agreement is also subject to County ordinances implementing the Act, including any amendments to the Ordinances that may be enacted in the future. This Agreement is also subject to any guidelines adopted by the County Board of Supervisors pertaining to open-space easement agreements entered into pursuant to the Act ("Guidelines"), including any amendments to the Guidelines that may be adopted in the future.

1. **PURPOSE OF EASEMENT**

The purpose of this grant of an open-space easement in the Property is to preserve the natural and scenic character of the Property for public benefit.

2. GRANT OF EASEMENT

Owners hereby grant and convey to County an open-space easement over the Property for the term of this Agreement, which easement is subject to the terms and conditions of this Agreement and the provisions of the Act, and applicable County ordinances and guidelines. This Agreement shall be recorded in the official records of the County Clerk-Recorder for San Mateo.

3. USE AND DEVELOPMENT OF PROPERTY

- 3.1 During the term of this Agreement, the Property may be used for open space as defined in the Act and uses compatible with open space. A list of compatible uses and development restrictions are set forth in the Act. The County may from time to time during the term of this Agreement modify the list of compatible uses, with written notice to Owner of such modification. A pre-existing Conservation Easement, which also provides for open space protections on the Property, and permits specified uses of the Property including public recreational access and residential use, all as specified in greater detail in the Conservation Easement. It is the parties' intent that the terms of this Open-Space Easement Agreement be harmonized with the Conservation Easement to the maximum extent, with the whole of the two instruments to be taken together, so as to give effect to every part, if reasonably practicable, each clause helping to interpret the other. In the event of any conflict between the terms of this Agreement and the terms of the Conservation Easement that cannot be harmonized, the terms of whichever covenant is more restrictive shall govern.
- 3.2 The term "Development" as used in this Agreement includes erecting or placing structures or objects on the land, grading, or otherwise altering the land for non-agricultural purposes, but does not include use of the land in its natural

state for activities such as hunting, fishing, hiking, or outdoor games or sports. The term "Development" also includes all hardscape such as residences, accessory structures, and recreation facilities (e.g., tennis courts, swimming pools) except that the following will be excluded from the term "Development" (and therefore will be permitted in compliance with applicable laws and regulations and the terms of the pre-existing Conservation Easement):

- Subsurface utility systems and facilities such as leachfields, leachlines, and septic tanks;
- Roadways, driveways, and required turnarounds serving the primary residence and cabin; and
- Landscaping (softscape) that is in keeping with the natural setting and that is composed of natural features and vegetation generally found in the area of land in question.

3.3 Any Development on the Property that takes place during the term of this Agreement shall only be allowed if Owners apply for and obtain a Resource Management Permit approval from County. Development is subject to compliance with the Resource Management Zoning District and other applicable County permits and regulations.

3.4 The provisions of this Agreement shall not limit or supersede the planning, zoning, or other regulatory or police powers of the County.

4. RESTRICTIONS ON SUBDIVISION OF PROPERTY

The Property shall not be subdivided during the term of this Agreement, except in strict compliance with the pre-existing Conservation Easement.

5. MAINTENANCE

During the term of this Agreement, Owner and/or its designees and/or its authorized lessees shall have the sole responsibility for the ownership, liability, operation, upkeep and maintenance of the Property.

6. NO PUBLIC ACCESS

This Agreement does not authorize, and shall not be construed as authorizing, the public or any member of the public to enter, trespass on, or use any or all of the Property, to any extent greater than provided by the policies and regulations of the MROSD has adopted and made applicable to this property on the date of the execution of this Agreement, or as provided by any amendment to such policies and regulations, and in any case in compliance with the Conservation Easement.

7. RIGHT OF ENTRY

During the term of this Agreement, the County has the right to audit and inspect the Property for compliance with this Agreement. In furtherance of this purpose, during the term of this Agreement, Owner hereby grants the County and its agents, employees, and contractors a right of entry to enter and inspect the Property upon advanced written notice to Owner at least forty-eight (48) hours in advance of entry.

8. TERM OF AGREEMENT

This Agreement shall run for a period of ten (10) years and shall expire on the tenth (10th) anniversary of the date of acceptance of this Agreement by the County. The execution of this Agreement by the Owner shall also constitute a notice of non-renewal pursuant to California Government Code Section 51091, and the County agrees that such execution constitutes a non-renewal of the Agreement, and to do all things necessary, including the recordation of said notice of non-renewal, pursuant to California Government Code Section 51092.

9. ABANDONMENT

Owner may file a petition to abandon this Agreement with County. County will process the petition pursuant to the requirements of the Act and Ordinances. No petition for abandonment may be approved by County unless all required findings can be made and all other applicable requirements for abandonment as set forth in the Act are fulfilled.

10. BINDING ON SUCCESSORS IN INTEREST

The easement granted by Owner in this Agreement is a servitude upon the Property that runs with the land and, during the term of this Agreement, is binding upon and inures to the benefit of all heirs, executors, administrators, trustees, assigns, and successors in interest of the Owners. Whenever any of the Property is sold or transferred during the term of this Agreement, the new owner(s) of the Property may exercise any of the rights in this Agreement, including the right to give notice of non-renewal and to petition for abandonment. Notwithstanding the foregoing, if fee title to the Property is transferred to the County during the term of this Agreement, the easement granted pursuant to this Agreement automatically shall merge with fee upon such transfer (if any), and this Agreement shall be null and void. If the Property or any

portion thereof is annexed by a city, that city shall succeed to all rights, duties, and powers of the County under this Agreement, except as otherwise provided by the Act.

11. CONDEMNATION

If an action in eminent domain for condemnation of any interest in the Property is filed, or if the Property is acquired for a public improvement by a public agency or person, in either case during the term of this Agreement, the provisions of this Agreement will be null and void as to the interest in the 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 (to the extent such pendency is during the term of this Agreement); if such an action is abandoned before the recordation of a final order of condemnation, any portion of the 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 during the term of this Agreement. Owner will be entitled to the amount of compensation as if the Property had not been burdened by the open-space easement, consistent with Section 51095 of the California Government Code.

12. ENFORCEABLE RESTRICTION FOR TAX ASSESSMENT

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

13. NOTICES

All notices required or permitted by this Agreement, including notice of a change of address, must be in writing and given by personal delivery or sent by United States Mail, postage prepaid, addressed to the party intended to be notified. Notice will be deemed given as of the date of delivery in person or as of the date when deposited in

any post office or any post office box regularly maintained by the United States government.

Notice to the County must be addressed as follows:

County of San Mateo
Planning and Building Department
455 County Center, 2nd Floor
Redwood City, CA 94063

Notice to Owners must be addressed as follows:

Peninsula Open Space Trust
222 High Street
Palo Alto, CA 94301

14. INDEMNITY

During the term of this Agreement, Owner and its successors in interest agree to indemnify, defend and hold harmless the County and its officials, employees, and agents from any claim, liability, loss, injury or damage arising out of or in connection with this Agreement, except for the sole or active negligence or willful misconduct of County, its officers, agents or employees. This indemnity shall extend to any claims against County due to the release or existence of any hazardous materials (as defined by any local, state or federal law or regulation) on, under or in the Property, and shall also extend to any claims against County concerning any failure by County to comply with the Americans With Disabilities Act in connection with the Property. The duty of the Owner to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778

15. VOLUNTARY EXECUTION

Owner and County acknowledge that they have been furnished with copies of, and have read, this Agreement and that this Agreement has been freely and voluntarily entered into by them and they agree to be fully bound by the terms of this Agreement. Furthermore, this Agreement is executed without reliance upon any representation by any person that is not set forth in this Agreement.

16. OWNER OF RECORD

Each signatory to this Agreement personally warrants that he/she has full authority to enter into this Agreement and, if signing in a representative capacity, that he/she has full authority to sign on behalf of the person or entity whom he/she represents. Owner warrants that POST is the only owners, in fee title, of the Property, and will continue to be the only owner of the Property until the Agreement is recorded in the official records of the County Clerk-Recorder.

17. GENERAL PROVISIONS

17.1 The interpretation and performance of this Agreement shall be governed by the laws of the State of California.

17.2 This instrument shall be construed in accordance with its fair meaning and it shall not be construed against either party on the basis that that party prepared this instrument.

17.3 If any provision of this Agreement, or the application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall

not be affected so long as the purposes of this Agreement can still be carried out during the term.

- 17.4 This instrument is made and entered into for the sole benefit and protection of Owner and County and their respective successors and assigns. No person or entity other than the parties and their respective successors and assigns shall have any right of action under this Agreement or any right to enforce the terms and provisions.
- 17.5 Nothing contained within this Agreement is intended to result in a forfeiture or reversion of Owner's fee title in any respect. Owner specifically reserves the right during the term of this Agreement to convey fee title to the Property subject to this Agreement (and the pre-existing Conservation Easement), and to enter into leases, licenses, easements and other agreements respecting the Property.
- 17.6 The captions in this instrument have been inserted solely for convenience of reference, are not a part of this instrument and shall have no effect upon construction or interpretation.
- 17.7 Owner may execute this Agreement in two or more counterparts; each counterpart shall be deemed an original instrument.
- 17.8 All Exhibits referred to in this Agreement are attached and incorporated by this reference. All recitals in this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals.
- 17.9 Owner shall reimburse County for any costs incurred in enforcing the terms of this Agreement including costs of suit and reasonable attorneys' fees, and any

costs of restoration necessitated by Owner's violation of the terms of this Agreement (including costs of monitoring compliance) from such time as County first notifies Owner in writing of such violation to the time the violation is remedied or otherwise resolved.

- 17.10 Each person executing this Agreement on behalf of a party represents that such person has the requisite authority to bind the party on whose behalf he or she is signing this Agreement and that all requisite approvals of such party have been obtained.

[remainder of page intentionally left blank]

Open-Space Easement Agreement
APN 083-340-140 (POST)
Page 12

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by Owner on _____ and by County on _____.

COUNTY OF SAN MATEO

Dated: _____

By: _____
Warren Slocum, President
Board of Supervisors

ATTEST:

By: _____

County Manager/Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

By: _____

County Counsel

PROPERTY OWNER:

By: _____ Dated: _____
Walter T. Moore, President
Peninsula Open Space Trust

Exhibits:

- A. Property Description (Legal Description)
- B. Property Map of Open-Space Easement Area
- C. Notice of Non-renewal of California Land Conservation Contract (Open-Space Easement Agreement)

EXHIBIT A

The land referred to is situated in the unincorporated area of the County of San Mateo, State of California, and is described as follows:

PARCEL ONE:

Parcel "A" as shown on that certain Map entitled, "Parcel Map of a Resubdivision of Portions of Sections 23, 25, 26 and 36, T. 7 S., R. 4 W., and portions of Sections 30 and 31, T. 7 S., R. 3 W., M.D.B.&M.", which Parcel Map was filed in the office of the Recorder of the County of San Mateo, State of California, on December 4, 1975, in Book 29 of Parcel Maps at Pages 47 and 48, and as amended on August 31, 1976, in Book 33 of Parcel Maps at Pages 9 and 10.

PARCEL TWO:

A 30 foot wide non-exclusive easement lying Southerly of, parallel with and adjacent to the following described line:

Commencing at the 1/4 corner to Sections 30 and 31, Township 7 South, Range 3 West, Mount Diablo Base and Meridian, as shown on the Map filed in Book 5 of Maps, Page 150, San Mateo County Records;

thence North 12° 14' 11" East, 840.81 feet to the intersection of the centerline of a private road and the Alpine Road, being the point of beginning; thence South 88° 43' 00" West, 144.82 feet; thence South 76° 09' 00" West, 24 feet, more or less, to the lands of K. B. Towne as described in Book 3539 at Page 239 of Official Records.

PARCEL THREE:

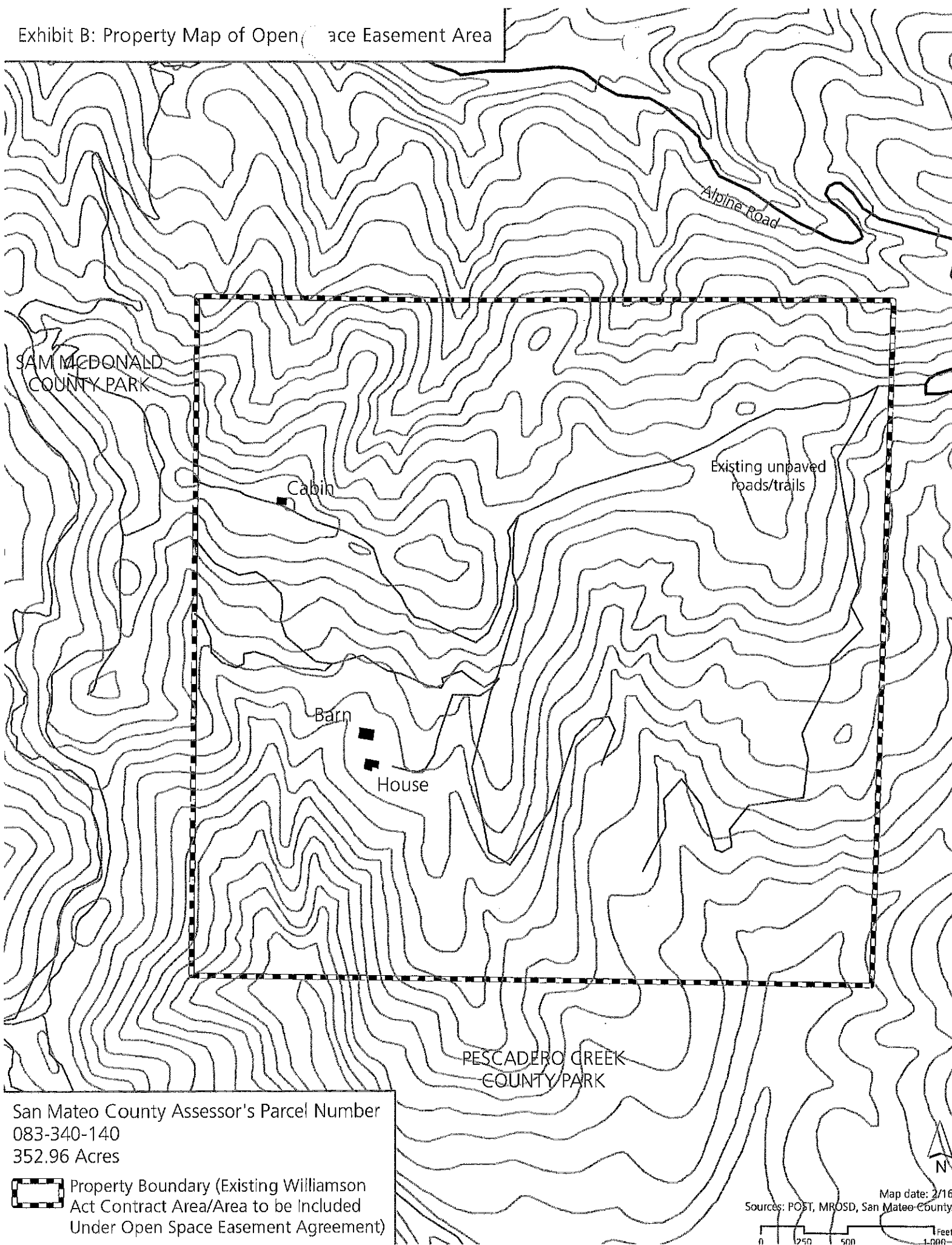
An easement for water lines, pumps and easements for tanks, the water line easements being 10 feet and 20 feet in width, the center line of which is described as follows:

Beginning at a point on the Westerly line of Parcel One, said point being North 0° 28' 24" East 1817.30 feet from the Southwesterly corner of said Parcel One, thence from said point of beginning North 74° 35' 08" West 27.00 feet, North 71° 13' 12" West 66.04 feet, North 85° 56' 01" West 34.68 feet, South 88° 44' 56" West 32.84 feet, North 77° 23' 36" West 87.58 feet, North 75° 14' 43" West 117.84 feet, North 73° 18' 13" West 140.00 feet to a point on the Easterly line of a proposed tank easement, said tank easement being described as follows: Thence North 32 feet, West 60 feet, South 60 feet, East 60 feet, North 28 feet to the point of beginning of said proposed tank easement continuing thence from the mid point of the Westerly line of said proposed tank easement North 69° 48' 28" West 185.00 feet, North 68° 51' 21" West 270.41 feet, North 70° 02' 36" West 107.81 feet, North 82° 12' 36" West 78.74 feet, South 88° 19' 43" West 95.18 feet, North 89° 57' 47" West 158.56 feet, South 83° 59' 09" West 190.39 feet to a point on the Easterly line of a proposed tank and pump house easement described as follows: thence North along said Easterly line 42 feet, thence West 100 feet, thence South 100 feet, thence East 100 feet, thence North 58 feet to the point of beginning of said proposed tank and pump house easement thence continuing said water line easement from


a point on the Northerly line of the tank and pump house, said point being West 10 feet from the intersection of the Easterly and Northerly lines of said pump house, thence leaving said Northerly line North 35° 27' 19" East 79.00 feet, North 38° 00' 26" East 54.61 feet to the point of beginning of a 20 feet in width proposed spring easement, thence continuing North 38° 00' 26" East 15 feet, thence South 80° East 15 feet to the point of termination of said water line easement.

APN: 083-340-140

Exhibit B: Property Map of Open Space Easement Area



San Mateo County Assessor's Parcel Number
083-340-140
352.96 Acres

 Property Boundary (Existing Williamson
Act Contract Area/Area to be Included
Under Open Space Easement Agreement)

Map date: 2/16
Sources: POST, MROSD, San Mateo County.
0 1250 500 1000 Feet

Recorded at the Request of, and When Recorded Return to: Melissa Ross, Senior Planner Planning and Building Department 455 County Center, 2nd Floor Mail Drop PLN122 Redwood City, CA 94063 County File No.: _____ Exempt from Fees Pursuant to Government Code Section 27383	For Clerk Use Only
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County of San Mateo
Planning and Building Department

NOTICE OF NON-RENEWAL OF CALIFORNIA LAND CONSERVATION CONTRACT

On _____, the County of San Mateo Planning and Building Department received a request from the property owner of APN 083-340-140 for the Non-Renewal on that parcel's Open Space Easement Agreement (Planning File No. _____), approved by the Board of Supervisors by Resolution No. _____ on _____ and recorded in San Mateo County Records, as Document No. _____ on _____, Volume _____, Page ____.

In compliance with Section 51245 of the Government Code, the property owner has submitted the request at least 90 days prior to the contract's renewal/anniversary date of _____.

The aforementioned contract will fully expire on _____.

Property Description

APN: 083-340-140

Legal Description: Parcel A 352.96 Ac Mol Parcel Map Vol 33/9-10

According to public records, the above-described property is owned by:

Peninsula Open Space Trust

Walter T. Moore, President
Peninsula Open Space Trust

Date

Steve Monowitz
Community Development Director
County of San Mateo

Date

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 _____, before me, _____,
a Notary Public, personally appeared STEVE MONOWITZ, who proved to me on the basis
of satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity, and that by
his signature on the instrument the person, or the entity upon behalf of which the person
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 _____