

## TRANSFER AGREEMENT

This Agreement (“Agreement”) is made and entered into as of [February 11, 2014], by and between PENINSULA OPEN SPACE TRUST, a California non-profit public benefit corporation, hereinafter referred to as “POST” and the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as “COUNTY”. POST and COUNTY are hereinafter collectively referred to as the “Parties” and each a “Party”.

### RECITALS

WHEREAS, POST was organized as a non-profit, charitable corporation to solicit, receive and hold gifts, legacies, devices and conveyances of real and personal property for public park, conservation and open space purposes, all in a manner complementary to parkland in the County of San Mateo; and

WHEREAS, the property and assets of POST are irrevocably dedicated to said purposes and no part of the property and assets of POST shall ever inure to the benefit of any individual; and

WHEREAS, POST owns certain real property, which has open space and recreational value, located within an unincorporated area of the County of San Mateo, as described in Section 1 of this Agreement; and WHEREAS, County desires to acquire the Property (defined below) from POST for environmental preservation, recreation, scenic and open space purposes; and

WHEREAS, POST will transfer and convey the Property to County, and County will accept the Property upon the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants herein contained, the Parties hereto agree as follows:

1. Transfer & Purchase Price. POST agrees to transfer to County and County agrees to accept from POST, at no cost to the County (other than the costs and expenses in connection with Closing under Sections 2 and 3(H) below), all of POST’s right, title and interest in and to the following real property (collectively, the “Property”), subject to the terms and conditions set forth in this Agreement:

A. that certain real property located within an unincorporated area of the County of San Mateo, State of California, described as San Mateo County Assessor’s Parcel Numbers APN: 047-340-020, & 047-340-290 containing in the aggregate approximately 478 acres, more or less, and further described in Exhibit A attached hereto; and

B. all easements, rights of way, privileges, licenses, appurtenances and other rights and benefits of POST belonging to or in any way related thereto; and

C. the foregoing transfer is subject to the rights expressly reserved by POST in this Agreement, which rights shall be included and reserved in the Grant Deed (defined below).

2. Costs and Expenses Reimbursement. County agrees to pay all hard costs and expenses payable in connection with the Closing and/or incurred by POST in connection with the transfer of the Property to County up to a maximum of \$25,000, including without limitation transfer taxes (if any), escrow

fees, recording costs and title insurance premiums (the “Costs and Expenses Reimbursement”). County shall pay, up to the \$25,000 maximum, all title company expense portions of the Costs and Expenses Reimbursement to Escrow Holder on or prior to the Closing, and shall reimburse any portion of the Costs and Expenses Reimbursement incurred by POST prior to the Closing as a credit to POST at the Closing. County is not responsible for reimbursing POST for any costs and expenses related to POST’s original acquisition of the Property.

3. Escrow. Upon the execution of this Agreement by both Parties, the escrow (the “Escrow”) shall be opened at Old Republic Title Company, 361 Lytton Ave. Suite 100, Palo Alto, CA 94301, telephone number (650) 321-0510, attention Susan Goulet (hereinafter “Escrow Holder”) through which the transfer of the Property shall be consummated in accordance with this Agreement and the date on which the Escrow Holder causes the Grant Deed (as defined in Section 3(C) below) to be recorded in the Office of the County Recorder of San Mateo County (the “Closing”). A fully executed copy of this Agreement shall be deposited with Escrow Holder to serve as escrow instructions to Escrow Holder. The Parties shall execute such additional supplementary or customary escrow instructions as Escrow Holder or the Parties may reasonably require. Escrow Holder is hereby appointed and instructed to deliver, pursuant to the terms of this Agreement, the documents and monies to be deposited into the Escrow as herein provided, with the following terms and conditions to apply to the Escrow:

A. The Closing is conditioned upon satisfaction or waiver of the Property Condition Contingency set forth in Section 12 below, and shall occur on the date which is ten (10) days following the end of the Contingency Period under Section 12 below (or the next business day if such day falls on a weekend or holiday), but in any event no later than April 30, 2014]. County shall make commercially reasonable efforts to satisfy the foregoing contingency and close Escrow as soon as is practicable, provided however, that the Parties may, by written mutual agreement, extend the Closing Date to such other date mutually agreed upon in writing between the Parties. If the foregoing contingency has not been satisfied on or before June 30, 2014], and the parties have not otherwise mutually agreed in writing to extend the Closing Date, then this Agreement shall automatically terminate and the parties shall have no further rights or obligations hereunder other than any obligations which expressly survive the Closing or termination of this Agreement.

B. POST and County shall, at least one (1) business day prior to the Closing Date, execute any and all documents and perform any and all acts reasonably necessary or appropriate to consummate the transfer pursuant to the terms of this Agreement.

C. POST shall deposit into the escrow on or before the Closing Date an executed and recordable grant deed conveying the Property to County (the “Grant Deed”).

D. County shall deposit into the Escrow, on or before the Closing Date (i) all the Closing costs as provided in Section 3(H) and the Costs and Expenses Reimbursement as provided in Section 2, as shown on the final closing statement prepared by Escrow Holder and approved by County Parks and POST, and (ii) a certificate of acceptance, executed and acknowledged by County in recordable form, in which County accepts the conveyance of the Property (the “Certificate of Acceptance”).

E. POST shall cause Old Republic Title Company to be prepared and committed to deliver to County a CLTA Standard Policy of Title Insurance, dated as of the Closing, showing title to the Property vested in County (the “Title Policy”), subject only to: (i) current real property taxes and assessments, including the lien of such taxes and assessments which are not yet delinquent; and (ii) the exceptions listed on Exhibit B attached hereto (the “Permitted Exceptions”). POST shall have no obligation to remove or modify any items affecting title of the Property.

F. All current real property taxes on the Property shall be pro-rated through the Escrow between County and POST as of the Closing Date based upon the latest available tax information and on the actual number of days elapsed over the applicable period.

G. Escrow Holder shall, when all required funds and instruments have been deposited into the Escrow by the appropriate Parties and when all other conditions to Closing have been fulfilled, cause the Grant Deed and the Certificate of Acceptance to be recorded in the Office of the County Recorder of San Mateo County. Upon the Closing, Escrow Holder shall cause to be delivered to County the original Title Policy, and to County or POST, as the case may be, all other documents or instruments which are to be delivered to them. In the event the Escrow terminates as provided in this Agreement, Escrow Holder shall return all monies, documents or other things of value deposited in the Escrow to the Party depositing the same, with County specifically reserving the right to withdraw any and all funds County has deposited into Escrow.

H. Without limiting County's obligations under Section 2 hereof, County shall pay all closing costs associated with the transfer of the Property from POST to County, including without limitation to, the escrow fees, the cost of the Title Policy, the transfer taxes (if any), all recording costs and fees, and any other costs and expenses charged by or through Escrow Holder in connection with the Closing up to an amount not to exceed \$25,000.

4. POST's Representations and Warranties. For the purpose of consummating the transfer of the Property in accordance herewith, POST makes the following representations and warranties to County, which shall survive the Closing by three (3) months, each of which is material and is being relied upon by County in executing this Agreement:

A. Authority. POST has the full right, power and authority to enter into this Agreement and to perform the transactions contemplated hereunder.

B. Valid and Binding Agreements. This Agreement and all other documents delivered by POST to County now or at the Closing have been or will be duly authorized and executed and delivered by POST and are legal, valid and binding obligations of POST sufficient to convey to County the Property described therein, and are enforceable in accordance with their respective terms and do not violate any articles, bylaws or corporate resolutions of POST, if any.

C. Hazardous Substances. POST is not aware of any adverse environmental conditions or hazardous substance release or discharge, on, under or about the Property.

5. County's Representations and Warranties. County makes the following representations and warranties to POST:

A. No Proceedings. To the County's best knowledge, there is no litigation or proceeding pending, or threatened, nor is there any unsatisfied judgment against or involving the County of San Mateo, or the Property which might materially and adversely affect the Property or County's ability to consummate the transaction contemplated by this Agreement.

6. Integrity of Property. Except as otherwise provided herein or by express written permission granted by County, POST shall not, between the time of POST's execution hereof and the Closing, make any material and adverse physical changes to the Property.

7. AS-IS TRANSFER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO WARRANTY OR REPRESENTATION IS MADE BY POST WITH RESPECT TO THE PROPERTY

WHATSOEVER, INCLUDING, WITHOUT LIMITATIONS, ANY WARRANTY AS TO (A) FITNESS FOR ANY PARTICULAR PURPOSE, (B) MERCHANTABILITY, (C) CONDITION, (D) ABSENCE OF DEFECTS OR FAULTS, (E) ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES (F) FLOODING, OR (G) COMPLIANCE WITH LAWS AND REGULATIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT, AS THEY MAY APPLY TO THE CURRENT CONDITION OF THE PROPERTY OR COUNTY PARKS' INTENDED DEVELOPMENT, CONSTRUCTION OR USE, OR FOR ANY OTHER PURPOSE, OR OTHERWISE. COUNTY ACKNOWLEDGES THAT COUNTY HAS ENTERED INTO THIS AGREEMENT WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE AND LEGAL CONDITION OF THE PROPERTY AND THAT COUNTY IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY POST OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON POST'S BEHALF CONCERNING THE PROPERTY. THE PROVISIONS OF THIS SECTION 7 SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO ANY DOCUMENTS, EXECUTED OR DELIVERED AT CLOSING. COUNTY REPRESENTS, WARRANTS, ACKNOWLEDGES AND AGREES THAT IT HAS HAD FULL AND AMPLE OPPORTUNITY PRIOR TO THE EXPIRATION OF THE CONTINGENCY PERIOD TO INVESTIGATE THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITION THEREOF; THE PRESENCE, ABSENCE OR CONDITION OF IMPROVEMENTS THEREON; AND THAT COUNTY SHALL ACCEPT THE PROPERTY AS-IS WHERE IS WITH ALL FAULTS.

8. RELEASE. FROM AND AFTER THE CLOSING, EXCEPT FOR THE OBLIGATIONS OF POST ARISING UNDER THIS AGREEMENT TO THE EXTENT SURVIVING THE CLOSING UNDER SECTION 4 ABOVE AND THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY, COUNTY ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, WAIVES ITS RIGHT TO RECOVER FROM, AND FOREVER RELEASES AND DISCHARGES, POST, POST'S AFFILIATES, POST'S INVESTMENT ADVISOR, PARTNERS, DONORS, TRUSTEES, BENEFICIARIES, SHAREHOLDERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AND REPRESENTATIVES OF EACH OF THEM, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, THE "POST RELATED PARTIES"), FROM ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES AND DISBURSEMENTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE PROPERTY, THIS AGREEMENT, AND THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION (A) THE PHYSICAL CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, ALL STRUCTURAL AND SEISMIC ELEMENTS, ALL PLUMBING, SEWAGE, AND OTHER SYSTEMS, , AND (B) ANY LAW OR REGULATION APPLICABLE TO THE PROPERTY. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION. THIS SECTION SHALL SURVIVE THE CLOSING INDEFINITELY. THE TERM "ENVIRONMENTAL LAW" SHALL MEAN ANY FEDERAL, STATE, LOCAL OR ADMINISTRATIVE AGENCY ORDINANCE, LAW, RULE, REGULATION, ORDER OR REQUIREMENT RELATING TO ENVIRONMENTAL CONDITIONS OR HAZARDOUS MATERIALS. THE TERM "HAZARDOUS MATERIALS" OR "HAZARDOUS SUBSTANCES" SHALL MEAN ANY SUBSTANCE, CHEMICAL, WASTE OR OTHER MATERIAL WHICH IS LISTED, DEFINED OR OTHERWISE IDENTIFIED AS "HAZARDOUS" OR "TOXIC"

UNDER ANY OF THE ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION, FORMALDEHYDE, UREA, POLYCHLORINATED BIPHENYLS, PETROLEUM, PETROLEUM PRODUCT OR BY-PRODUCT, CRUDE OIL, NATURAL GAS, NATURAL GAS LIQUIDS, LIQUEFIED NATURAL GAS, OR SYNTHETIC GAS USABLE FOR FUEL OR MIXTURE THEREOF, RADON, ASBESTOS AND ANY BY-PRODUCT OF THE SAME.

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INITIALS OF COUNTY

In connection with the foregoing release, County hereby expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

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INITIALS OF COUNTY

9. County Indemnification of POST. County hereby agrees to indemnify, defend, protect and hold harmless POST from and against any and all claims, demands, liabilities, losses, costs and damages resulting from any misrepresentations or breach of warranty or covenant made by County in this Agreement or in any document, certificate, or exhibit given or delivered to POST pursuant to or in connection with this Agreement. All of the indemnifications set forth in this Section 9 shall survive the Closing and conveyance of the Property, except that the obligation to indemnify for breaches of representation or warranty shall survive only to the extent that a claim is made by POST with respect to such breach within three (3) months after the conveyance of fee title to County.

10. POST Indemnification of County. POST hereby agrees to indemnify, defend, protect and hold harmless County from and against any and all claims, demands, liabilities, losses, costs and damages resulting from any misrepresentations or breach of warranty or covenant made by POST in this Agreement or in any document, certificate, or exhibit given or delivered to County pursuant to or in connection with this Agreement. All of the indemnifications set forth in this Section 10 shall survive the Closing and conveyance of the Property, except that the obligation to indemnify for breaches of representation or warranty shall survive only to the extent that a claim is made by County with respect to such breach within three (3) months after the conveyance of fee title to County.

11. Access for Investigations. During the Contingency Period (as defined in Section 12 below), County and County’s agents, lenders, contractors, engineers, consultants, employees, subcontractors and other representatives (the “County Parties”) may enter upon the Property for the purpose of inspecting, testing and evaluating the same; provided, however, that County may not perform any work on the Property without POST’s prior written consent, which shall not be unreasonably withheld or delayed, and further provided that County shall give POST at least 24 hours’ prior notice of each proposed entry by County. Notwithstanding the foregoing, County confirms that it has had the opportunity to enter and inspect the Property prior to the date of this Agreement. County shall indemnify, protect, defend POST against and hold POST harmless from any and all claims, actions, causes of action, suits, proceedings, costs, expenses, liabilities, damages, losses and liens resulting from any acts or omissions of County or County’s representatives in connection with their entry upon, or inspection or investigation of, the Property. County’s inspections and testing shall be at County’s sole cost and expense. County shall repair and restore the Property in the event of any damage by County or its representatives and discharge any liens resulting from

such activities. County and all persons hired by County to examine and inspect the Property for purposes associated with removal of the Property Condition Contingency set forth in Section 12 below shall also provide POST with a certificate of insurance before it or its agents enter the Property, evidencing liability insurance coverage of at least \$2,000,000. This indemnification obligation shall survive the Closing or termination of this Agreement.

12. Property Condition Contingency. County's acceptance of the condition of the Property is a contingency of this Agreement, and as specified above, County has the right to inspect the Property. County may terminate this Agreement based on a condition of the Property that is unacceptable to County. Within ten (10) days of the execution of this Agreement by the County (the "Contingency Period"), County must notify POST in writing of any condition of the Property that is unacceptable to County Parks and that County Parks will terminate this Agreement based on said condition. If County provides notice of termination prior to the expiration of the Contingency Period, this Agreement shall terminate and the Parties shall have no further obligations under this Agreement (with the exception of the indemnification obligations). If County fails to provide written notice of disapproval of a condition of the Property within the Contingency Period, County shall be deemed to have approved and accepted the condition of the Property.

13. Reserved Rights Relating to Attribution and Signage. POST is transferring the Property to County with the expectation that if possible the Property remain in its natural state. Based on the above, from and after the Closing, POST shall retain certain rights with respect to the Property, as set forth in this Section 13. County shall recognize the cooperative nature of POST's transfer of the Property to County, and shall provide credit related to open space preservation to POST on signs, demonstrations, promotional materials, advertisements, publications or exhibits prepared or approved by County referencing and/or situated on or near the Property, subject to the mutual agreement of POST and County regarding text, design, and location. All such signage shall include POST's logo, as provided by POST to County in connection with any and all agreements by the parties concerning signage on or near the Property. County agrees that all of the foregoing rights reserved by POST shall be included in the Grant Deed and, following the Closing, shall inure to the benefit of POST.

14. Miscellaneous Provisions.

A. Choice of Law. The internal laws of the State of California, regardless of any choice of law principles, shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Parties. Any disputes regarding this Agreement shall be resolved in the Courts of San Mateo County, California.

B. Amendment and Waiver. The Parties hereto may by mutual written agreement amend this Agreement in any respect. Any Party may in writing: (i) extend the time for the performance of any of the obligations of the other Party; (ii) waive any inaccuracies in representations and warranties made by the other Party contained in this Agreement or in any documents delivered pursuant hereto; (iii) waive compliance by the other Party with any of the covenants contained in this Agreement or the performance of any obligations of the other Party; or (iv) waive the fulfillment of any condition of the other Party that is precedent to the performance by such Party of any of its obligations under this Agreement. Any agreement on the part of any Party for any such amendment, extension or waiver must be in writing.

C. Rights Cumulative. Each and all of the various rights, powers and remedies of the Parties shall be considered to be cumulative with and in addition to any other rights, powers and remedies which the Parties may have at law or in equity in the event of the breach of any of the terms of this Agreement. The exercise or partial exercise of any right, power or remedy shall constitute neither the exclusive election thereof nor the waiver of any other right, power or remedy available to such Party.

D. Notices. Whenever any Party desires or is required to give any notice, demand, or request with respect to this Agreement (or any Exhibit hereto), each such communication shall be in writing and shall be deemed to have been validly served, given or delivered at the time stated below if deposited in the United States mail, registered or certified and return receipt requested, with proper postage prepaid, or if delivered by Federal Express or other private messenger, courier or other delivery service or sent by facsimile transmission by telex, telecopy, telegraph or cable or other similar electronic medium, and addressed as follows:

If to POST, to: Peninsula Open Space Trust  
222 High Street  
Palo Alto, CA 94301  
Attn: Walter T. Moore, President  
Telephone: (650) 854-7696  
Facsimile: (650) 854-7703

If to County Parks, to: San Mateo County Parks  
555 County Center, 5th Floor  
Redwood City, CA. 94063  
Attn: Parks Director  
Telephone: (650) 599-1394  
Facsimile: (650) 599-1721

If sent by telegraph, facsimile copy or cable, a confirmed copy of such telegraphic, facsimile or cabled notice shall promptly be sent by United States mail (in the manner provided above) to the addressee. Service of any such communication made only by United States mail shall be deemed complete on the date of actual delivery as indicated by the addressee's registry or certification receipt or at the expiration of the third (3rd) business day after the date of mailing, whichever is earlier in time. Either Party hereto may from time to time, by notice in writing served upon the other as aforesaid, designate a different mailing address or a different person to which such notices or demands are thereafter to be addressed or delivered. Nothing contained in this Agreement shall excuse either Party from giving oral notice to the other when prompt notification is appropriate, but any oral notice given shall not satisfy the requirement of written notice as provided in this Agreement.

E. Severability. If any of the provisions of this Agreement are held to be void or unenforceable by or as a result of a determination of any court of competent jurisdiction, the decision of which is binding upon the Parties, the Parties agree that such determination shall not result in the nullity or unenforceability of the remaining portions of this Agreement. The Parties further agree to replace such void or unenforceable provisions which will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provisions.

F. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed as an original, and when executed, separately or together, shall constitute a single original instrument, effective in the same manner as if the Parties had executed one and the same instrument.

G. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

H. Entire Agreement. This Agreement is intended by the Parties to be the final expression of their agreement; it embodies the entire agreement and understanding between the Parties

hereto; it constitutes a complete and exclusive statement of the terms and conditions thereof, and it supersedes any and all prior correspondence, conversations, negotiations, agreements or understandings relating to the same subject matter.

I. Time of Essence. Time is of the essence of each provision of this Agreement in which time is an element. However, whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non business day, then such period (or date) shall be extended until the immediately following business day. As used herein, "business day" means any day other than a Saturday, Sunday or federal, California state, or San Mateo County holiday.

J. Survival of Covenants. All covenants of County or POST which are expressly intended hereunder to be performed in whole or in part after the Closing, and all representations and warranties by either Party to the other, shall survive the Closing and be binding upon and inure to the benefit of the respective Parties hereto and their respective heirs, successors and permitted assigns to the extent provided in this Agreement.

K. Assignment. Except as expressly permitted herein, neither Party shall assign its rights or obligations under this Agreement to any party or individual without the prior written approval of the other Party.

L. Further Documents and Acts. Each of the Parties hereto agrees to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions described and contemplated under this Agreement.

M. Further Documents and Acts and Compliance with Applicable Laws.

O. Binding on Successors and Assigns. This Agreement and all of its terms, conditions and covenants are intended to be fully effective and binding, to the extent permitted by law, on the successors, heirs and permitted assigns of the Parties hereto.

P. Captions. Captions are provided herein for convenience only and they form no part of this Agreement and are not to serve as a basis for interpretation or construction of this Agreement, or as evidence of the intention of the Parties hereto.

Q. Pronoun References. In this Agreement, if it be appropriate, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall include all other genders as appropriate.

R. Interpretation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Whenever the term "days" is used in this Agreement, it shall mean calendar days unless specifically provided otherwise. Whenever the term "including" is used in this Agreement, it shall mean "including, but not limited to," the items thereafter enumerated.

S. Compliance With Laws. Each Party shall comply with all applicable laws, rules, regulations, orders, consents and permits in the performance of all of their obligations under this Agreement.

T. Exhibits; Recitals. All Recitals and Exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement.



U. No Recordation. In no event shall this Agreement or any document or other memorandum related to the subject matter of this Agreement be recorded without the consent of POST.

V. Brokers. Each Party represents and warrants to the other that it has not used the services of any real estate agent, broker or finder with respect to the purchase and sale of the Property. Each Party agrees to indemnify and hold harmless the other against and from any inaccuracy in such Party's representation under this Section 13(V). This indemnification shall survive the delivery of the Grant Deed and shall not merge therein.

W. Partial Invalidity. If any term, covenant or condition of this Agreement or its application to any person or circumstances shall be held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to other persons or circumstances shall not be affected, and each term hereof shall be valid and enforceable to the fullest extent permitted by law.

X. Contingency to Effectiveness of this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, POST ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF COUNTY HAS AUTHORITY TO COMMIT COUNTY HERETO UNLESS AND UNTIL THE COUNTY'S BOARD OF SUPERVISORS SHALL HAVE DULY ADOPTED A RESOLUTION AUTHORIZING EXECUTION OF THIS AGREEMENT. ANY OBLIGATIONS OR LIABILITIES OF COUNTY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS AGREEMENT SHALL BE NULL AND VOID UNLESS COUNTY'S BOARD OF SUPERVISORS AUTHORIZES EXECUTION OF THIS AGREEMENT. APPROVAL OF THIS AGREEMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF COUNTY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON COUNTY.

*[REST OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers to be effective as of the date of final execution by County in accordance with the terms hereof.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Dave Pine, President  
County of San Mateo, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

PENINSULA OPEN SPACE TRUST,  
a California non-profit, public benefit  
corporation

By: \_\_\_\_\_  
Walter T. Moore, President

Date: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION

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:

All those lands as shown on that Record of Survey filed the 23rd of November 1981, on that Map designated Volume 9 LLS, Pages 7-11 excepting those lands shown as Parcel "B," 20.61 acres, on that record of survey filed on March 13, 2003 on that Map designated Volume 24 LLS, Pages 85-87.

EXCEPTING THEREFROM that portion lying Easterly of the line described in Exhibit "C" of that certain Boundary Agreement and Quitclaim Deed by and between J.L. Johnston and Ferol Johnston, his wife, and Louis Figone and Judith Figone, his wife, dated April 11, 1983 and recorded April 15, 1983 under Instrument No. 83035116, Records of San Mateo County.

ALSO EXCEPTING land described in that certain Quit Claim Deed from J.L. Johnston and Ferol Johnston to Steve Cotton and Sharen Cotton, and recorded December 1, 1987 under Recorders Serial No. 87136851, Official Records of San Mateo County.

APN: 047-340-020  
APN: 047-340-290

JPN: 47-34-340-02  
JPN: 47-34-340-05

Parcel Two:

A non-exclusive easement for public and private utilities, drainage, landscaping, fencing, construction of appurtenant structures, and any other lawful purposes appurtenant to Parcel One above, over a strip of land fifty feet (50.00') in width, running through the lands of Half Moon Bay Properties (APN 047-330-010), said strip extending from the Northerly R/W line of State Highway, Rt. 56 (Cabrillo Highway) as shown on the State of California Right of Way Record Map Dist. 4, from San Mateo County, Rt. 56, Section D, Sheet 3 of 16, to the Southerly line of the lands of J. L. Johnston as shown on that certain Record of Survey filed in Vol. 9 of L.L.S. Maps, Pages 7-11, Records of San Mateo County, said fifty foot wide strip lying twenty five feet (25.00') on each side of the following described centerline:

Beginning at the intersection of the said Northerly R/W line of State of California Rt. 56 with the Northerly subdivision line of Shore Acres Subdivision as shown on that certain Map filed in Vol. 3 Pg. 95, Records of San Mateo County, thence from said Point of Beginning, along said Northerly R/W line, North 58° 24' 42" West 18.77 feet and North 64° 07' 20" West 210.00 feet to the True Point of Beginning of said centerline;

Thence from said True Point of Beginning, North 33° 00' 00" East 178.62 feet, thence along the arc of a 75.00 foot radius tangent curve to the right, through a central angle of 47° 00' 00" a distance of 61.52 feet, thence North 80° 00' 00" East 362.65 feet, thence along the arc of a

75.00 foot radius tangent curve to the left, through a central angle of  $34^{\circ} 26' 49''$  a distance of 45.09 feet; thence along a line which lies parallel to and 25.00 feet distant from the Northerly subdivision line of the aforementioned Shore Acres Subdivision, North  $45^{\circ} 33' 11''$  East 865.11 feet, thence along the arc of a 75.00 foot radius tangent curve to the left through a central angle of  $62^{\circ} 03' 11''$  a distance of 81.23 feet, thence North  $16^{\circ} 30' 00''$  West 217.05 feet, more or less, to the Southerly line of the lands of J. L. Johnston as shown on that certain Record of Survey filed in Vol. 9 of L.L.S. Maps Pgs. 7-11, Records of San Mateo Co. said point being the terminus of the centerline of the easement.

Together with the right to construct, by grading and paving, a roadway section including right to grade outside the described easement, up to a distance of 20 feet on each side if necessary, subject to approval by HMBP of plans for roadway construction, said approval to not be unreasonably withheld.

**Exhibit B**

**No permitted Exceptions.**