AGREEMENT FOR TRAIL RECONSTRUCTION, MAINTENANCE AND GRANT OF EASEMENTS

THIS AGREEMENT FOR TRAIL RECONSTRUCTION, MAINTENANCE AND GRANT OF EASEMENTS (this "**Agreement**"), entered into this _____ day of _____, 2017, is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "**County**," and THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California, hereinafter referred to as "**Stanford**". This Agreement is deemed executed on the date it is signed by the President of the Board of Supervisors, or his designee ("**Agreement Date**").

WITNESSETH:

WHEREAS, Alpine Road Trail is a multi-use trail that extends from approximately Junipero Serra Boulevard in the City of Menlo Park to Portola Road in the Town of Portola Valley; and

WHEREAS, as part of the Alpine Road Trail Improvements Project (the "**Project**"), County proposes trail rehabilitation work along a 1.84 mile segment of the existing Alpine Road Trail that involves creek bank stabilization work at three locations along Los Trancos Creek, and rehabilitation of the existing trail; and

WHEREAS, on November 18, 2014, the Board of Supervisors of County approved the revision and recirculation of the Initial Study/Mitigated Negative Declaration for the Project; and

WHEREAS, the rehabilitated trail will follow the existing trail alignment with the exception of a few areas where it will be shifted slightly; and

WHEREAS, County requires temporary construction easements for access and Project improvements over Stanford lands; and

WHEREAS, County requires access across Stanford lands for periodic maintenance after construction of the improvements is completed; and

WHEREAS, Stanford desires to assist County with the Project and it is mutually desirable for County and Stanford to cooperate in the Project.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. **Exhibits and Attachments:**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Table 1 – Summary of Construction Requirements for the Proposed Project
Exhibit A – Project Location Map
Exhibit B – Site #2
Exhibit C – Site #3
Exhibit D - Draft Perpetual Slope and Drainage Easement

2. **Site improvements:** Conceptual plans were delivered to Stanford on July 3, 2015. The parties hereby agree that County through its contractor will construct bank stabilization improvements at three locations along Los Trancos Creek (the "**Creek**") in substantial conformance with the summary requirements set forth in Table 1, shown in attached **Exhibit A**. Two of these locations are adjacent to Stanford lands and access through Stanford lands is required to construct and maintain the Project:

    a. Site #2, is situated south of Interstate 280 approximately 250 feet north of the Alpine Road and San Francisquito Creek Road intersection. This site is accessed via Golf Lane, as shown in attached **Exhibit B**. A vegetated live log Crib Wall and Soldier Pile wall with concrete laggings will be installed immediately adjacent to Alpine Road at Site #2. Vegetated soil lifts interplanted with live cuttings will stabilize the crib wall.

    b. Site #3 is situated 250 feet north of the Interstate 280 off ramp at Alpine Road east and accessed via the I-280 off ramp, as shown in attached **Exhibit C**. County will obtain all necessary State of California Department of Transportation encroachment permits for access off of the I-280 off ramp. Site #3 is encumbered by an existing approximately 25 foot by 26 foot drainage easement. Improvements at Site #3 will consist of a vegetated live log Crib Wall and Soldier Pile wall with concrete laggings. Vegetated soil lifts interplanted with live cuttings will stabilize the crib wall.

Stanford hereby agrees to the site improvement work as set forth in this Section and outlined in **Table 1**. The permanent improvements described above and in Table 1 are hereinafter referred to as the "**Improvements**". All costs and fees associated with the construction work and this Agreement shall be the responsibility of County. County shall not be required to remove the Improvements upon the expiration or earlier termination of this Agreement, but County shall be required to restore all areas used for access, staging, storage and other work related to the construction of the Improvements to a condition comparable to the condition existing prior to the commencement of construction. County shall use best efforts to preserve as much of the existing vegetation in place during the course of construction.

3. **Progress Reports:** County shall provide Stanford, at no cost, copies of the existing plans and Project updates on an as-needed basis.

4. **Temporary Construction Easements; Term:** Stanford hereby conveys to County temporary construction easements (TCE's) for access and construction of the Improvements as shown in **Exhibits B** and **C**. The easements are temporary and shall terminate either upon the date of completion of construction or completion of construction of that portion of the Project lying adjacent to Stanford lands or December 31, 2018, whichever date occurs first, unless said termination date is extended by separate agreement. County shall deliver written notice to Stanford identifying the date that the Improvements on Stanford lands are completed (the "**Completion Date**"). Notwithstanding the termination of the easements, this Agreement shall not terminate until the tenth (10th) anniversary of the Completion Date. During the period between the Completion Date and the expiration of the term,

County shall have the right to use the access routes shown on **Exhibits B** and **C**, or other reasonable access existing in the vicinity of the Improvements to maintain and inspect the Improvements and the vegetation installed by County in connection with the Project.

5. **Grant of Creek Stabilization Easements:** Upon the completion of the Improvements, Stanford shall by separate instrument convey to County Perpetual Creek Bank Stabilization Improvements Easement, at no additional cost, in a form similar to attached Exhibit D. County will prepare legal descriptions and plat maps for Stanford's approval, which shall not be unreasonably withheld, delayed or conditioned.

6. **Amendments:** This Agreement may be amended at any time before its expiration by the mutual agreement of the parties.

7. **Alterations:** Upon completion of the Improvements, County shall not make or permit any alterations, installations, additions or improvements, structural or otherwise (collectively, "**Alterations**"), in or about the 6,865 square foot area at Site #2 or the 5,440 square foot area at Site #3 identified as Creek Stabilization Improvements in **Exhibits B** and **C**, (collectively, the "**Property**"), without Stanford's prior written consent in each instance; provided, however, County may access and perform maintenance work on the Improvements from the public right of way without Stanford's consent. All maintenance and/or Alterations shall be done at County's expense. Any Alteration shall be in accordance with plans and specifications approved by Stanford, only by duly licensed and bonded contractors approved by Stanford, and subject to any conditions that Stanford may reasonably impose. The parties shall enter into an agreement substantially similar to this Agreement in connection with any Alterations.

8. **Notice of Construction and Access:** County shall give to Stanford at least fifteen (15) calendar days' prior written notice of the approximate date of commencement of the Project, and of any subsequent approved Alterations on the Property. County shall give to Stanford at least five (5) calendar days' prior written notice of the date County intends to access Stanford lands for the inspection and maintenance of the Improvements and any vegetation installed on the Stanford lands after completion of the Project. Prior to any access on that portion of the Property shown on **Exhibit B**, County shall also provide written notice as and when required under this Section to Stanford's lessee (Boething Treeland Farms, Inc.) at the address set forth in Section 12. Any notice given under this Agreement shall be effective only if in writing and given by delivering the notice in person or by sending it first-class mail or certified mail with a return receipt requested or by overnight courier, return receipt requested, with postage prepaid, to Stanford at Stanford's address set forth in Section 12 herein or to such other address as Stanford may designate as its new address for such purpose. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first class or certified mail, one day after the date it is made if sent by overnight courier, or upon the date personal delivery is made.

9. **Maintenance:** County shall be solely responsible for mitigation monitoring and maintenance of the Site Improvements. County may perform monitoring and maintenance via the construction access routes shown on **Exhibits B** and **C**, or reasonable alternative access provided by Stanford. County shall provide forty-eight (48) hours' notice to Stanford prior to performing any maintenance.

10. **Licenses and Notice to Other Jurisdictions:** County shall secure any necessary licenses, permits and approvals applicable to the Project and to any subsequent Alterations.

11. **Mutual Hold Harmless Clause:** It is agreed that County shall defend, save harmless and indemnify Stanford, its officers and employees, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees in connection with the Project, the Improvements, and/or County's access onto the Property. It is further agreed that Stanford shall defend, save harmless, and indemnify County, its officers, and employees from any and all claims for injuries or damages to persons and/or property that occurs on the Property and which arises out of the terms and conditions of this Agreement and which result from negligent acts or omissions of Stanford, its officers, and/or employees.

    In the event of concurrent negligence of County, its officers, and/or employees, and Stanford, its officers, and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or any may hereafter be modified.

12. **Insurance:** County is presently self-insured in the amount of $1,000,000 for each occurrence giving rise to personal injury and property damage liabilities for which County could be held responsible. In addition, County presently has in force excess insurance in the amount of $4,000,000 per occurrence with an annual aggregate of $54,000,000. Said self-insurance and excess insurance provide coverage for personal injury and property damage liabilities arising out of the acts and/or omissions of County, its officers, agents, contractors and employees, while on the Premises. County upon request of Stanford shall furnish Stanford with a Certificate of Insurance that shall provide that Stanford would receive ten (10) calendar days' prior notice of cancellation, change in scope or modification in coverage of such coverage. Nothing herein shall be interpreted to require County or its insurer to provide a defense for, to provide insurance for, or to indemnify Stanford except as may be otherwise required by law or provided in this Agreement.

13. **Nondiscrimination:** Both parties agree for themselves, their successors and assigns, that they, and such successors and assigns, shall not discriminate against any person or class of persons by reason of age, sex, sexual orientation, religious affiliation or non-affiliation political affiliation, race, color, creed, national origin, or physical handicap in the use, occupancy, or enjoyment of the Premises, or in the employment of persons in any way connected with the use of the Premises, except to the extent permitted by law.

14. **Notices:**

To County:
Director of Public Works
Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063

To Stanford:
Stanford University
Land, Buildings and Real Estate
3160 Porter Drive, Suite 200
Palo Alto, CA 94304
Attention: Catherine Palter

To Boething:
Boething Treeland Farms, Inc.
2923 Alpine Road
Portola Valley, CA 94028
Attention: Haydi Boething Danielson

15. **Dispute Resolution:** The parties acknowledge that issues may arise during the period of this Agreement that require resolution. The parties shall meet and confer to resolve such issues. County appoints the County Director of Public Works or designee, and Stanford appoints the Vice-Provost for Land, Buildings and Real Estate or designee, as their respective representatives for dispute resolution. Either party may notify the other party by 48-hour telephone notice or by 3-day written notice, excluding weekends and official County holidays, whenever a party desires to meet and confer. The other party shall attend a meeting at a mutually agreed upon date, time and location. The parties agree to use this procedure before instituting any legal action, which pertains to this Agreement. Except as specifically provided herein, nothing contained herein shall diminish any right or remedy of either party under applicable law.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

THE BOARD OF TRUSTEES OF
THE LELAND STANFORD JUNIOR UNIVERSITY

BY: _____

ITS: _____

Date: _____

COUNTY OF SAN MATEO,
a subdivision of the State of California

BY: _____

ITS: _____

Date: _____

THE UNDERSIGNED CONSENTS TO THE FOREGOING AGREEMENT AND AGREES TO ALLOW COUNTY ACCESS TO ITS LEASEHOLD PROPERTY UNDER THE TERMS OF THIS AGREEMENT

BOETHING TREELAND FARMS, INC.

BY: _____

ITS: _____

TABLE 1

SUMMARY OF CONSTRUCTION REQUIREMENTS

Attached

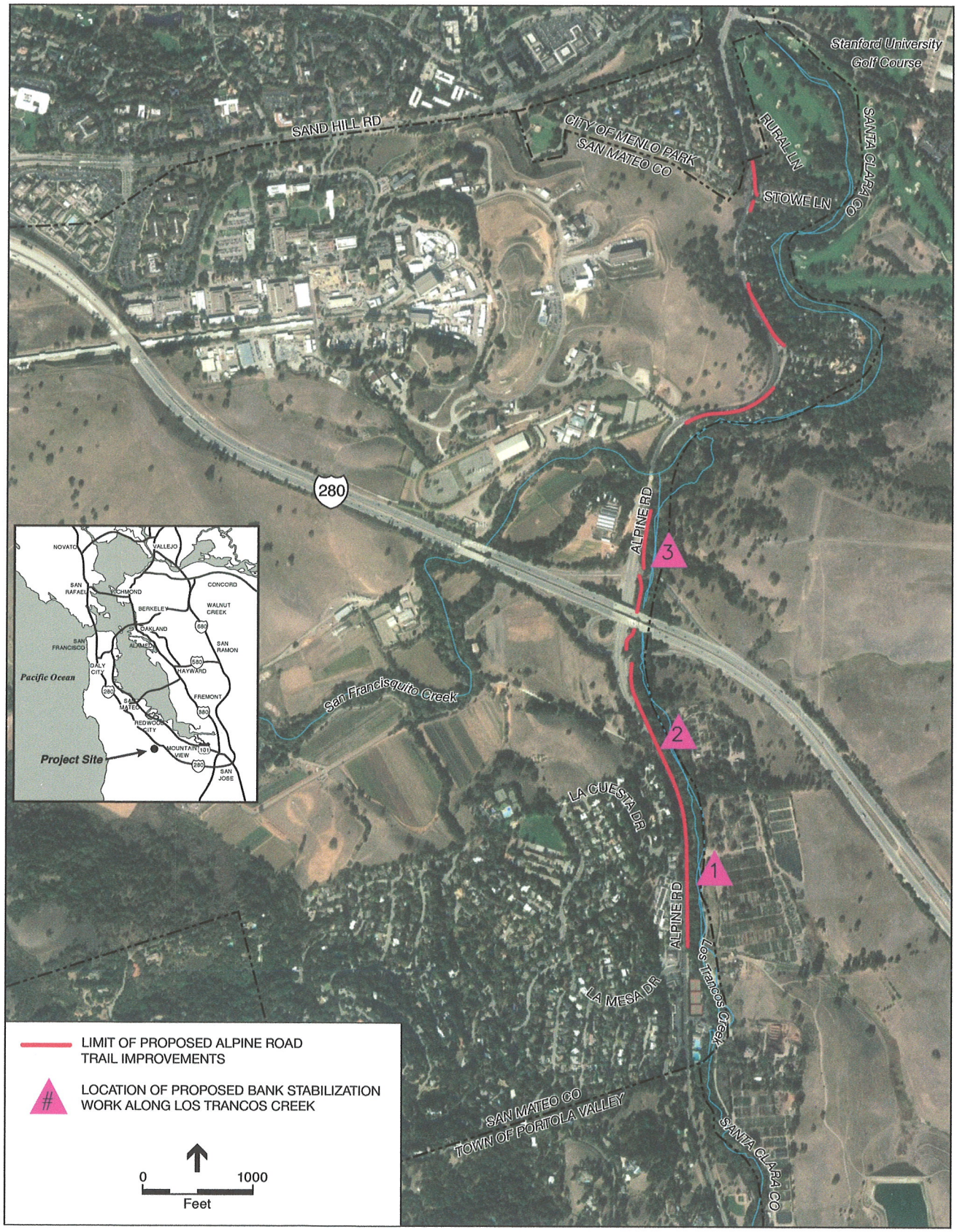
TABLE 1
SUMMARY OF CONSTRUCTION REQUIREMENTS FOR THE PROPOSED PROJECT

Project Component/ Site	Construction Task	Construction Area	Depth of Excavation / Quantity of Excavation and Fill	Construction Vehicle Trips, Truck Trips, and Duration
Site 1	• Minor excavation for reinforced geogrid and Keystone walls • Replacement of wood railing and installation of Keystone wall for support (less than 3 feet high)	1,000 square feet	• Depth: 3-4 feet • Excavation: 125 cubic yards • Fill: 100 cubic yards • Excess soil: 25 cubic yards	• Site prep (2 weeks): 4 worker vehicles per day, 2 truck trips per day • Bank stabilization work (2 weeks): 4 worker vehicles per day, 2 dump/delivery truck trips per day • Overall construction duration: up to 1 month
Site 2	• Create pad on bank for pile installation locations • Installation of piles and concrete lagging wall • Bank and trail re-construction • Installation of biotechnical stabilization methods (vegetated soil lifts, planted rock transition, vegetated crib wall with rock toe protection) • Roughened channel • Outfall reinforcement • Trail fence replacement or installation	11,000 square feet	• Depth: up to 25 feet for soldier pile drilling • Excavation: 690 cubic yards • Fill: 85 cubic yards of soil, 450 cubic yards of rip-rap, logs and vegetated soil lifts, 250 cubic yards of concrete fill (including lagging and piles), 110 cubic yards of soil (assumed 25% of volume within biotechnical stabilization areas) • Excess soil: 495 cubic yards	• Site prep (2 weeks): 4 worker vehicles per day, 2 dump trucks per day • Wall construction (4 weeks): 4 worker vehicles per day, 1 material delivery truck trip per day • Bank removal and subgrade preparation (2 weeks): 8 worker vehicles per day, 2 dump trucks/delivery trips per day • Creek realignment and biotechnical stabilization (8 weeks): 4 worker vehicles per day, up to 4 dump truck/delivery trips per day • Overall construction duration: 5 months
Site 3	• Create pad on bank for pile installation locations • Installation of piles and concrete lagging wall • Bank and storm drain re-construction • Installation of biotechnical stabilization methods (vegetated soil lifts, planted rock transition, vegetated crib wall with rock toe protection) • Roughened channel • Outfall reinforcement • Trail fence replacement or installation	14,500 square feet	• Depth: up to 27 feet for soldier pile drilling • Excavation: 860 cubic yards • Fill: 130 cubic yards of soil, 500 cubic yards of rip-rap, logs and vegetated soil lifts, 300 cubic yards of concrete fill (including lagging and piles), 125 cubic yards of soil (assumed 25% of volume within biotechnical stabilization areas) • Excess soil: 605 cubic yards	• Site prep (3 weeks): 4 worker vehicles per day, 2 dump truck trips per day • Wall construction (5 weeks): 4 worker vehicles per day, 1 material delivery truck per day • Bank removal and subgrade preparation (2 weeks): 8 construction worker vehicles per day, 2 dump trucks/delivery trips per day • Creek realignment and biotechnical stabilization (6 weeks): 4 worker vehicles per day, up to 4 dump truck/delivery trips per day • Overall construction duration: 5 months
Trail rehabilitation	• Pulverizing existing asphalt concrete pavement, and re-paving with asphalt concrete of Alpine Road trail. • Install geogrid reinforcement and blocks such as Keystones between Piers Lane and Bishop Lane. • Apply slurry seal at the following locations: Town of Portola Valley limits to approximately La Mesa Drive, underneath the I-280 overpass, and at a section that leads away from Alpine Road towards Piers Lane.	1.84 mile segment of trail	• Depth: Approximately 2 to 4 inches for trail work; up to 3 to 4 feet for installation of geogrid and Keystone walls	• Up to 5 days for pulverizing and re-paving (2 to 3 workers) in any one segment at a time for a period of a few months • 2 weeks for installation of geogrid reinforcement and blocks such as Keystones in each of 2 locations • 1 day for application of the slurry seal. • Overall construction duration: 3 months

EXHIBIT A

PROJECT LOCATION MAP

Attached



SOURCE: Google Maps; ESA

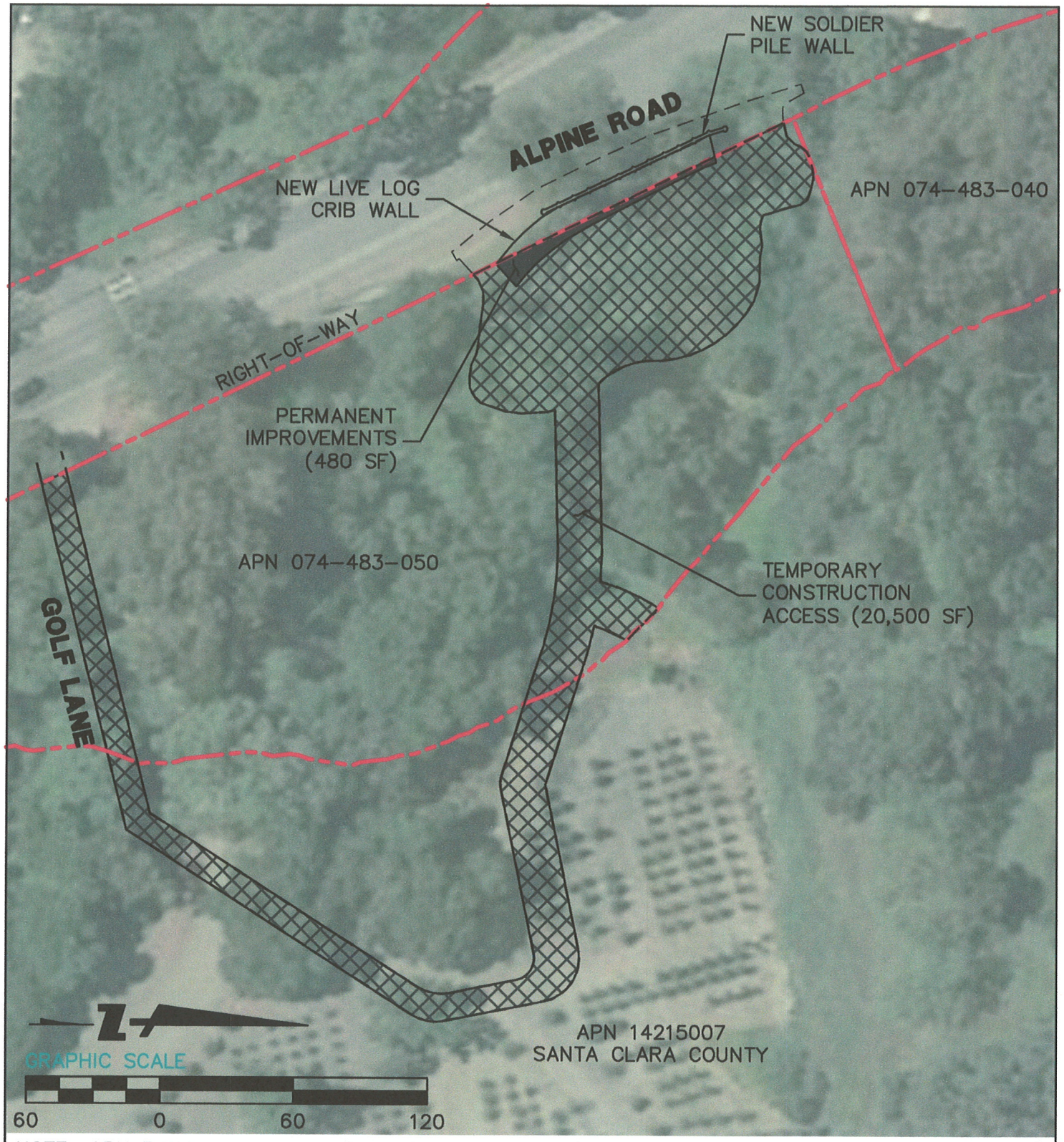
Alpine Road . 120603.01

Figure 1
Project Location Map

EXHIBIT B

SITE #2

Attached



NOTE: APN PARCELS AND NUMBERS BASED ON COUNTY OF SAN MATEO GIS.

BKF
ENGINEERS / SURVEYORS / PLANNERS

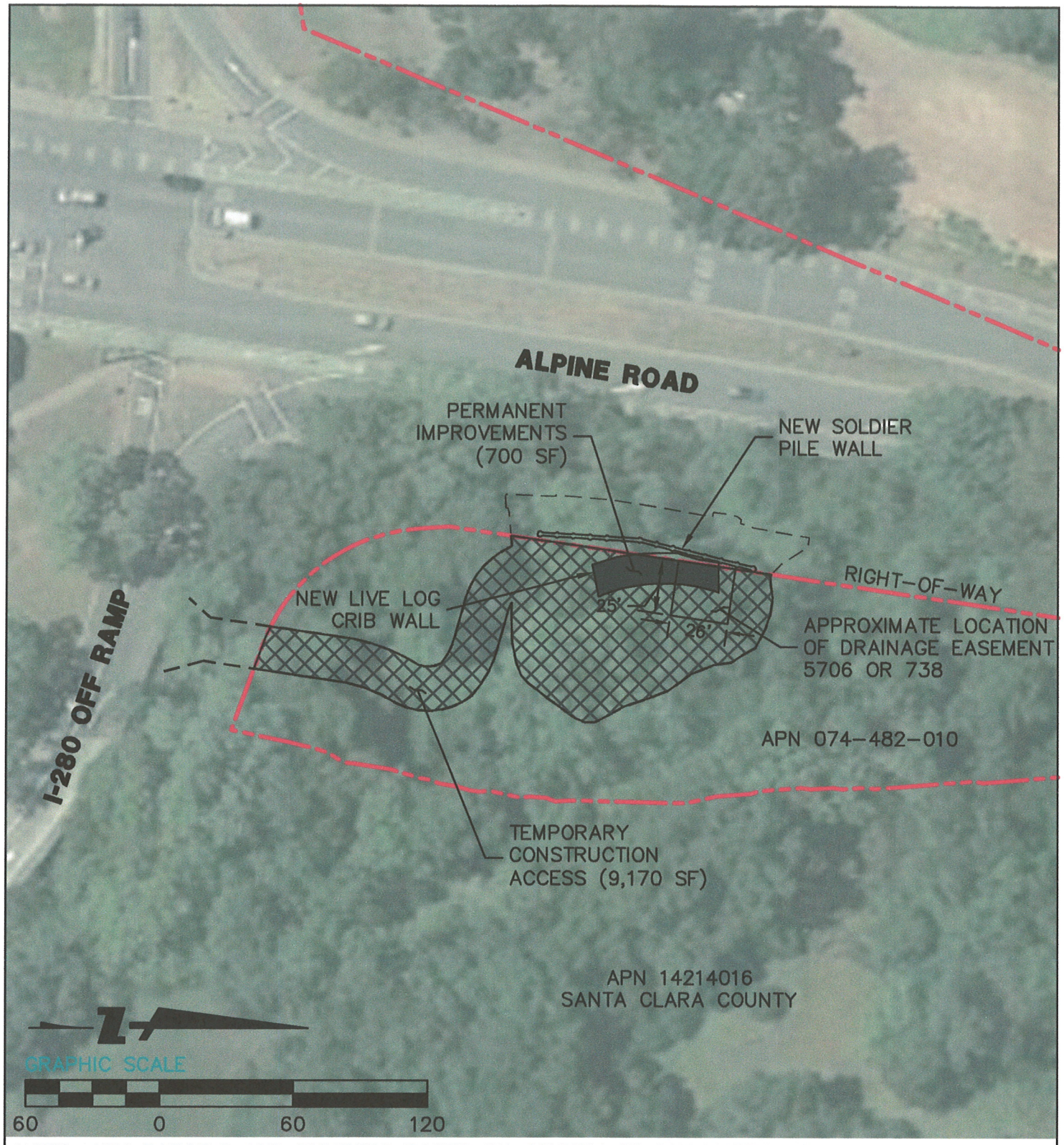
255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject ALPINE ROAD TRAIL
CONSTRUCTION ACCESS EXHIBIT - SITE 2
Job No. 20120149
By CT Date 5/16/16 Chkd. JM
SHEET 1 OF 2

EXHIBIT C

SITE #3

Attached



NOTE: APN PARCELS AND NUMBERS BASED ON COUNTY OF SAN MATEO GIS.

BKF
ENGINEERS / SURVEYORS / PLANNERS

255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject ALPINE ROAD TRAIL
CONSTRUCTION ACCESS EXHIBIT - SITE 3
Job No. 20120149
By CT Date 5/16/16 Chkd. JM
SHEET 2 OF 2

EXHIBIT D

PERPETUAL SLOPE AND DRAINAGE EASEMENT

Attached

RECORDING REQUESTED BY

County of San Mateo

Parcel No. 074-483-050 (Portion of)

WHEN RECORDED MAIL TO:
Real Property Services
County of San Mateo
555 County Center, 4th Floor
Redwood City, CA 94063

Exempt from recording fees – Government entity exempt under G.C. §6103

GRANT OF PERPETUAL CREEK BANK STABILIZATION IMPROVEMENTS EASEMENT

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California ("**Grantor**") hereby grants to the COUNTY OF SAN MATEO, a political subdivision of the State of California ("**Grantee**") the following:

Easements for creek bank stabilization improvements and maintenance (the "**Easements**") to operate, maintain, repair, replace and use all that real property situated in the County of San Mateo, State of California, described and identified in attached **Exhibits A** and **B** (the "**Easement Area**") for the purpose of constructing, maintaining, repairing and replacing creek bank stabilization improvements, including but not limited to a retaining wall, tiebacks, boulders, vegetated log bank protection materials, drainage pipes and planted vegetation, over across and under the Easement Area (the "**Improvements**").

This grant of the Easements shall be subject to the terms and conditions of this agreement (the **"Agreement"**) as follows:

1. No Grantor Liability. Neither Grantor nor its successor and assigns shall be liable in any way for costs, expenses, losses, damages or otherwise, arising out of or in any way connected with the construction, maintenance or repair of the Improvements; provided, however, that Grantor shall repair any damage to the Improvements caused by the active negligence or willful misconduct of Grantor, its agents and employees.

2. Reserved Rights. Grantor reserves the right to use the Easement Area for any and all purposes that are not inconsistent with, and do not unreasonably interfere with, the use, enjoyment, maintenance and repair of the Easement Area by Grantee as permitted in this Agreement, including without limitation crossing over the Easements. The Easements are subject to all rights, encumbrances and other matters of record prior to the date this Agreement is recorded.

3. Maintenance and Alterations. Grantee may access and perform maintenance work on the Improvements from the public right of way without Grantor's consent, but any other access shall require Grantor's prior written consent. Grantee shall not make or permit any alterations, installations, additions or improvements, structural or otherwise (collectively, "**Alterations**") without Grantor's prior written consent. All Alterations shall be done at Grantee's expense in accordance with plans and specifications approved in writing by Grantor, only by duly licensed and bonded contractors approved by Grantor, and subject to any conditions that Grantor may reasonably impose. Grantee shall secure any necessary licenses, permits and approvals required for the construction of any Alterations.

4. Mutual Indemnity. Grantee shall defend, save harmless and indemnify Grantor, its officers and employees, from any and all claims for injuries or damage to persons and/or property that occur on or about the Easement Area and which result from the negligent acts or omissions of Grantee, its officers and/or employees in connection with the Easements, and/or Grantee's access onto the Easement Area. Grantor shall defend, save harmless, and indemnify Grantee, its officers, and employees from any and all claims for injuries or damages to persons and/or property that occur on or about the Easement Area and which result from negligent acts or omissions of Grantor, its officers, and/or employees. In the event of concurrent negligence of Grantee, its officers, and/or employees, and Grantor, its officers, and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as established presently, or any may hereafter be modified.

5. Insurance. Grantee is presently self-insured in the amount of $1,000,000 for each occurrence giving rise to personal injury and property damage liabilities for which Grantee could be held responsible. In addition, Grantee presently has in force excess insurance in the amount of $4,000,000 per occurrence with an annual aggregate of $54,000,000. Said self-insurance and excess insurance provide coverage for personal injury and property damage liabilities arising out of the acts and/or omissions of Grantee, its officers, agents, contractors and employees, while on the Easement Area. Grantee upon request of Grantor shall furnish Grantor with a Certificate of Insurance that shall provide that Grantor would receive ten (10) calendar days' prior notice of cancellation, change in scope or modification in coverage of such coverage. Nothing herein shall be interpreted to require Grantee or its insurer to provide a defense for, to provide insurance for, or to indemnify Grantor except as may be otherwise required by law or provided in this Agreement.

6. Any notice given under this Agreement shall be effective only if in writing and given by delivering the notice in person or by sending it first-class mail or certified mail with a return receipt requested or by overnight courier, return receipt requested, with postage prepaid, to the addresses set forth below or to such other address as either party may designate as its new address for such purpose. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first class or certified mail, one day after the date it is made if sent by overnight courier, or upon the date personal delivery is made.

To Grantee:

Director of Public Works
Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063

To Stanford:

Stanford University
Land, Buildings and Real Estate
3160 Porter Drive, Suite 200
Palo Alto, CA 94304
Attention: Catherine Palter

8. Effect of Easement. Other than the Agreement For Trail Reconstruction, Maintenance And Grant Of Easements previously executed by the parties, this Agreement constitutes the sole agreement and understanding between the parties with respect to the Easements and supersedes all prior agreements, easements and understandings, whether oral or written, with respect thereto.

9. Successors and Assigns. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

10. Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance, shall be adjudged by a court of competent jurisdiction to be invalid or unenforceable, unless such court decision defeats the purpose of this Easement, the remainder of this Easement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term or provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one original of this Agreement. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

THE BOARD OF TRUSTEES OF
THE LELAND STANFORD JUNIOR UNIVERSITY

BY: _____

ITS: _____

Date: _____

COUNTY OF SAN MATEO,
a subdivision of the State of California

BY: _____

ITS: _____

Date: _____

THE UNDERSIGNED CONSENTS TO THE FOREGOING GRANT OF EASEMENT and AGREES TO ALLOW COUNTY ACCESS TO ITS LEASEHOLD PROPERTY IN CONNECTION WITH ITS EXERCISE OF THE RIGHTS GRANTED AND OBLIGATIONS ASSUMED UNDER THIS AGREEMENT.

BOETHING TREELAND FARMS, INC.

BY: _____

ITS: _____

CALIFORNIA ALL-PURPOSE 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 _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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_____

My Commission Expires: _____

[ATTACH FINAL EXHIBITS]