

**RECORDING REQUESTED BY:
COUNTY OF SAN MATEO**

WHEN RECORDED RETURN TO:

County of San Mateo
Real Property Division
555 County Center, 4th Floor
Redwood City, CA 94063
APN: 050-470-050 (Portion of)

No Fee per Cal. Gov. Code 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
OAK WOODLAND AND OAK WOODLAND UNDERSTORY
HABITAT PRESERVATION**

THIS DECLARATION made this _____ day of _____, 20____, by the County of San Mateo, ("Declarant").

RECITALS

1. WHEREAS, Declarant is the owner of the real property identified as San Mateo County Assessor Parcel Number 050-470-050, containing a total of approximately 20.61 acres and located at 200 Edmonds Rd, Redwood City, CA 94062, approximately 0.5 miles northeast of Interstate 280, in the unincorporated area of San Mateo County; more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter "Property") as has designated a portion of the Property, being a portion of Parcel 2 of the Property to be the Restricted Property described and shown in Exhibit "B" attached hereto and by this reference incorporated herein as the "Restricted Property", and has designated the Restricted Property as a compensatory mitigation site for biological impacts associated with the Cordilleras Health System Replacement Project ("PROJECT") by conducting certain preservation activities approved by the California Department of Fish and Wildlife ("CDFW");

2. WHEREAS, Declarant desires and intends to provide for the perpetual protection and conservation of two (2) acres of oak woodland habitat and oak woodland understory habitat on the Restricted Property for every one (1) acre permanently impacted by construction of the PROJECT, and to this end desires to subject the Restricted Property to the covenants, restrictions, easements and other encumbrances hereinafter set forth, each and all of which is and are for the benefit of the Restricted Property;

3. WHEREAS, the CDFW has accepted the concept of mitigating loss of oak woodland habitat and oak woodland understory habitat through protection of the same habitat but of

higher quality than the impacted habitat;

4. WHEREAS, the Restricted Property contains habitat deemed of higher quality than the impacted habitat because in addition to oak woodland and oak woodland understory it also contains bay laurel -oak woodland and creek habitats that are defined by the State of California as sensitive natural communities;

5. DEFINITIONS

1.1 “Declaration” shall mean the covenants, restrictions, access easement, and all other provisions set forth in the Declaration of Covenants and Restrictions.

1.2 “Declarant” shall mean and refer to the County of San Mateo, its successors or assigns.

1.3 “Restricted Property” shall mean and refer to all real property subject to this Declaration, as more particularly set forth in Exhibit “B”.

ARTICLE 2

RESTRICTED PROPERTY SUBJECT TO THIS DECLARATION

The Restricted Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in San Mateo County, California and is more particularly described in Exhibit A and shown in Exhibit “B”. *Restricted Property*

ARTICLE 3

DECLARANT REPRESENTATIONS

Declarant represents and warrants that after reasonable investigation, and to the best of its knowledge that no hazardous materials or contaminants are present that conflict with the conservation purposes intended; the Restricted Property is in compliance with all federal state, and local laws, regulations, and permits and there is no pending litigation affecting, involving, or relating to the Restricted Property that would conflict with the intended conservation use. Declarant affirms that the Restricted Property is free and clear of any and all liens, claims, restrictions, easements and encumbrances, which would interfere with the ability to protect and conserve the Restricted Property.

GENERAL DECLARATION

Declarant declares that the Restricted Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and other encumbrances hereinafter set forth in this Declaration, in order that it shall remain substantially in its preserved, open and natural condition, in perpetuity. The terms and conditions of this Declaration of Covenants and Restrictions shall be both implicitly and explicitly included in any subsequent transfer, conveyance, or encumbrance affecting all or any part of the Restricted Property. Any amendments shall be recorded in the official records of the County of San Mateo Restricted Property.

ARTICLE 5

USE RESTRICTIONS, MANAGEMENT RESPONSIBILITIES, AND RESERVED RIGHTS

Declarant and all users of the Restricted Property are subject to any and all easements, covenants and restrictions of record affecting the Restricted Property.

A. USE RESTRICTIONS. Except as necessary to protect, remediate or maintain the Restricted Property, the actions encompassed as prohibited by this covenant shall include:

1. There shall be no removal, destruction, cutting, trimming, mowing, or alteration of any native vegetation in the Restricted Property, nor any disturbance or change in the natural habitat of the Restricted Property except for the removal of non-native plant species defined by the California Invasive Plant Council as of Moderate or High risk to native California plant communities (Cal-ipc.org), and hazard trees. Hazard trees that pose a specific threat to existing structures including fences or pedestrian trails may be felled and left on site. Herbicides appropriate for use near aquatic habitats may be used only for limited spot-application if needed. Dry grass only may be mowed after July 1 to abate fire hazard.
2. There shall be no agricultural, commercial, or industrial activity undertaken or allowed in the Restricted Property; nor shall any right of passage across or upon the Restricted Property be allowed or granted if that right of passage is used in conjunction with agricultural, commercial or industrial activity unless required to access existing roadways, utilities and infrastructure.
3. No domestic animals shall be allowed to graze or dwell on the Restricted Property.
4. There shall be no filling, mining or drilling; no removal of topsoil, sand, gravel, rock minerals or other materials, nor any storage nor dumping of ashes, trash, garbage, or of any other material, and no changing of the topography of the land of the Restricted Property in any manner unless approved in writing by the CDFW.
5. There shall be no excavating or dredging in the creek bed, bank, or channel.

6. There shall be no construction or placing of buildings, mobile homes, advertising signs, billboards or other advertising material, vehicles or other structures on the Restricted Property.
7. There shall be no legal or de facto division, subdivision or partitioning of the protected Restricted Property.
8. Use of motorized off-road vehicles is prohibited except on existing roadways.

B. MANAGEMENT RESPONSIBILITIES. Declarant will take action to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the mitigation purposes of the Restricted Property or that are otherwise inconsistent with this Declaration.

C. RESERVED RIGHTS. Declarant reserves all other rights accruing from its ownership of the Restricted Property including but not limited to the exclusive possession of the Restricted Property, the right to transfer or assign their interest in the same, the right to take action necessary to prevent erosion on the Restricted Property, to protect the Restricted Property from losing its biological functions and values, or to protect public health or safety; and the right to use the Restricted Property in any manner not prohibited by this Declaration and which would not defeat or diminish the conservation purpose of this Declaration.

The Declarant reserves the right to utilize existing access roads and to perform all management activities associated with protecting aquatic and upland habitat on the Restricted Property. Activities may include monitoring the condition of habitat; vegetation management that preserves habitat quality by removing invasive plant species; management of hazard trees; and removal of inorganic debris as necessary to protect habitat values.

ARTICLE 6
GENERAL PROVISIONS

A. VALIDITY. If any provision of this Declaration, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Declaration, or the application of such provisions 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 thereby.

IN WITNESS WHEREOF, the undersigned being Declarant herein, has executed this instrument this _____ day of _____, 20_____.

County of San Mateo, California

By: _____

Title: _____

EXHIBIT "A"
Easement
San Mateo County, California

A PORTION OF THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF SAN MATEO COUNTY, STATE OF CALIFORNIA, BEING THE PROPERTY DESCRIBED IN THE DEED CONVEYED DECEMBER 16, 1941 FROM LIBBY A SCHEIER TO COUNTY OF SAN MATEO, IN BOOK 998 OD DEEDS PAGE 168, SAN MATEO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF PARCEL 2 OF SAID DEED, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF EDGEWOOD ROAD; THENCE ALONG SAID RIGHT OF WAY LINE ALSO BEING THE SOUTHERLY LINE OF SAID PARCEL 2(998 OR 168), THE FOLLOWING SIX (6) COURSES:

1. NORTH 74°53'00" EAST, A DISTANCE OF 378.96 FEET,
2. NORTH 43°55'10" EAST, A DISTANCE OF 58.31 FEET,
3. SOUTH 74°09'10" WEST, A DISTANCE OF 58.31 FEET,
4. NORTH 74°53'00" EAST, A DISTANCE OF 273.50 FEET,
5. NORTH 27°38'10" EAST, A DISTANCE OF 193.46 FEET,
6. NORTH 73°15'20" EAST, A DISTANCE OF 106.07 FEET,
7. NORTH 24°18'00" EAST, A DISTANCE OF 86.23 FEET TO A TANGENT CURVE TO THE RIGHT, THENCE
8. ALONG SAID CURVE TO THE RIGHT, WITH A RADIUS OF 750.00 FEET, THROUGH A CENTRAL ANGLE OF 20°15'30" AND AN ARC DISTANCE OF 265.18 FEET, AND
9. THENCE NORTH 44°33'30" WEST, A DISTANCE OF 84.57 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE OF EDGEWOOD ROAD, ACROSS PARCEL 2 (998 OR 168) NORTH 53°47'39" WEST, A DISTANCE OF 219.62 FEET TO THE NORTH LINE OF SAID PARCEL 2 (998 OR 168);

THENCE ALONG SAID NORTHERLY LINE OF SAID PARCEL 2(998 OR 168), THE FOLLOWING SIX (6) COURSES:

1. SOUTH 29°45'00" WEST, A DISTANCE OF 288.75 FEET,
2. SOUTH 31°05'00" WEST, A DISTANCE OF 138.00 FEET,
3. SOUTH 66°05'00" WEST, A DISTANCE OF 80.00 FEET,
4. SOUTH 53°45'00" WEST, A DISTANCE OF 428.00 FEET,
5. SOUTH 52°40'00" WEST, A DISTANCE OF 162.00 FEET, AND
6. THENCE SOUTH 59°25'00" WEST, A DISTANCE OF 258.87 FEET TO THE POINT OF BEGINNING.

Contains 207,567 square feet, more or less.

Over a portion of APN: 050-470-050

See EXHIBIT "B" (1 Sheet), attached hereto and made a part thereof.

END OF DESCRIPTION

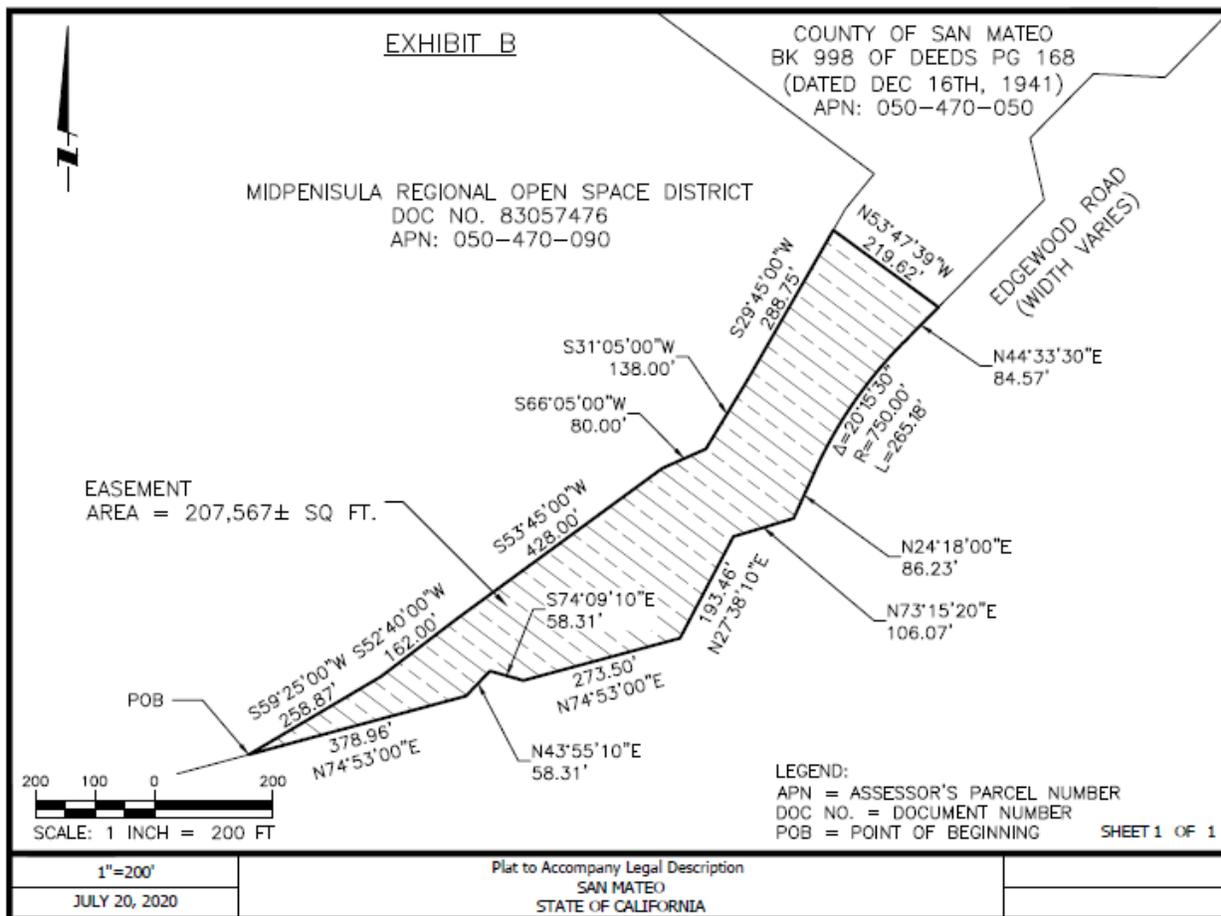
This land description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Prepared By:

 John T. May, P.L.S.

 Date

Exhibit B



STATE OF CALIFORNIA)
) ss:
County of San Mateo)

This instrument was acknowledged before me on _____(date) by
_____(name of person) as _____
_____(title) of Applicant firm's name of
_____County, California._____

Signature of Notarial Officer
My Commission Expires: _____

GRANTEE: The California Fish and Wildlife Service, approves Declarant's conveyance of an easement in favor of the Service.

By:_____
Title:_____
Date:_____

Attachments:
Exhibit A, legal description and Exhibit B labeled map of subject Restricted Property