



Midpeninsula Regional
Open Space District

R-12-09
Meeting 12-01
January 11, 2012

AGENDA ITEM 9

AGENDA ITEM

Consider approval of a trail construction agreement and trail easement agreement with California Water Service Company (Cal Water) for a trail connection between the El Corte de Madera Creek Open Space Preserve and the Bay Area Ridge Trail on Cal Water's Bear Gulch Watershed property located on the east side of Skyline Boulevard (State Highway 35) across a portion of San Mateo County Assessor's Parcel Numbers 072-271-040 and 072-280-060.

GENERAL MANAGER'S RECOMMENDATIONS

1. Approve a trail construction agreement with Cal Water for a trail connection between the El Corte de Madera Creek Open Space Preserve (Preserve) and the Bay Area Ridge Trail on Cal Water's Bear Gulch Watershed property.
2. Approve the attached resolution granting the General Manager the authority to execute a subsequent trail easement agreement with Cal Water upon the completion of the trail construction pursuant to the terms of the trail construction agreement.
3. Withhold dedication of the trail at this time.

SUMMARY

The Midpeninsula Regional Open Space District (District) is proposing to enter into a trail construction agreement and subsequent trail easement agreement with Cal Water which will provide a trail connection from the Preserve to the Bay Area Ridge Trail on Cal Water's Bear Gulch Watershed property. This trail connection is a component of the larger El Corte de Madera Creek Parking/Staging Area and Trails Project (Parking/Staging Area and Trails Project). The following report presents a description of the proposed trail location, trail construction agreement, and trail easement agreement.

DISCUSSION

Background

On April 9, 2008, the Board approved (See Report R-08-56) a tentative amendment to the El Corte de Madera Open Space Preserve's Use and Management Plan in order to construct a new paved parking lot, construct new trail improvements, realign a segment of the Steam Donkey

Trail, sign designated roadside shoulders along Skyline Boulevard (State Highway 35) as “No Parking Zones,” and close the CM04 entrance to public use. The Board also asked staff to evaluate the feasibility of relocating an informal trail/pedestrian crossing on Skyline Boulevard that currently exists near Gate CM04.

On February 10, 2010, the Board adopted (See Report R-10-35) the Mitigated Negative Declaration and Mitigated Monitoring Program for the Parking/Staging and Trails Project and approved an amendment to the Preserve’s Use and Management Plan consistent with the tentative amendment that was approved in 2008 with the addition of moving the existing informal Skyline Boulevard trail/pedestrian crossing to a location further north from Gate CM04.

Trail/Pedestrian Crossing

Staff explored the entire length of the Preserve in search of a crossing location along Skyline Boulevard with adequate sight distances. Another criterion included the feasibility of connecting the crossing to the existing trail system in the Preserve as well as the Bay Area Ridge Trail east of Skyline Boulevard. The steep, rugged, and heavily forested terrain and the constrained sight distances resulting from the winding and rolling nature of Skyline Boulevard narrowed the focus to a site located approximately 1,000 feet south of Gate CM02. This section of highway is relatively flat and is one of a few straight sections of road along the Preserve boundary. It is also the only area of the highway along the Preserve boundary that legally allows vehicle passing, based on Caltrans road markings.

The traffic engineering consultants working on the project calculated required sight distances at the crossing location and verified in the field that the existing sight distances meet Caltrans requirements. Staff determined that trail access to both the Preserve trail network and the Bay Area Ridge Trail is feasible at this location given the elevation and the distance of both existing trail systems to the highway.

Grant

In October 2011, staff submitted a grant application for \$282,000 to the Bay Area Ridge Trail Council (Ridge Trail Council) and Coastal Conservancy for the construction of three trails. The first trail (Connector Trail) will link the new Preserve staging area to the existing trail system, and the second and third trails (collectively known as the Crossing Trail) will connect the Preserve with the existing Bay Area Ridge Trail on Cal Water’s property. The Crossing Trail includes a trail on the District Preserve (west side of Skyline Boulevard) and a second trail on the Cal Water property (east side of Skyline Boulevard). The Ridge Trail Council’s Executive Committee voted to endorse the District’s funding request, and it is expected to be considered by the Coastal Conservancy’s Board in January 2012.

Project Description (see Attachment 2)

Trail Description (Crossing Trail on Cal Water property)

The trail connection between the Preserve and the Bay Area Ridge Trail must pass through Cal Water property. The proposed trail will be approximately 1,150 feet in length, no more than six feet in width, and for public recreational pedestrian and equestrian use. Cal Water does not permit mountain biking on their property.

Trail Construction and Easement Agreement

District trail easement agreements generally allow for a 20-foot wide easement area in order to allow the District latitude when both constructing and maintaining the trail. While Cal Water and District staff agreed upon a 10-foot wide easement area for the trail connection, Cal Water is unwilling to grant the District a 20-foot wide easement area across its property for trail construction and maintenance. Due to the limited easement area, the parties devised an alternative solution of utilizing the proposed temporary trail construction agreement. The trail construction agreement would provide for a 20-foot wide path for construction. Once the trail is constructed, the District would survey the trail and the District and Cal Water would execute a 10-foot wide trail easement agreement, the form of which is an exhibit to the construction agreement.

The trail easement agreement would provide that in the event that a landslide, drainage problem, or other trail failure necessitates trail repairs outside of the 10-foot wide trail easement corridor, the District may seek Cal Water's consent to undertake repairs outside of the easement boundaries and Cal Water's consent would not be unreasonably withheld.

The trail easement agreement contains a termination clause under California Public Utilities Code Section 851 and Rule 69 in which Cal Water or the Public Utilities Commission may terminate the easement if it determines that it is in the interest of its service to its patrons or consumers. Based on conversations with Cal Water staff and the nature and location of the property upon which the easement will be located all parties agree that it is very unlikely that the easement will ever be terminated.

USE AND MANAGEMENT

The Use and Management Plan for El Corte de Madera Creek Open Space Preserve was amended by the Board on February 10, 2010. The said Use and Management Amendment addresses this phase of the project.

CEQA COMPLIANCE

The Board adopted a Mitigated Negative Declaration and Mitigated Monitoring Program for the El Corte de Madera Creek Parking/Staging and Trails Project in accordance with the California Environmental Quality Act (CEQA) on February 10, 2010. The said Mitigated Negative Declaration and Mitigated Monitoring Program address the CEQA compliance for this phase of the project.

FISCAL IMPACT

The FY2012-13 budget contains funds to cover the costs associated with this work, including the fees and survey services necessary to record the easement. Therefore, sufficient funds exist in the current budget, and the proposed action does not result in an unanticipated increase to the budget.

PUBLIC NOTICE

Public notice was also provided as required by the Brown Act.

NEXT STEPS

Upon approval by the Board of Directors, staff will continue with the grant application process, constructing and surveying the new trail easement segment, then executing the trail easement with Cal Water.

Attachments:

1. Resolution
2. Map
3. Trail Construction Agreement (Easement Agreement is Exhibit D)

Prepared by:

Allen Ishibashi, Real Property Specialist

Contact person:

Same as above

Graphics prepared by:

Alex Roa, GIS Intern

Zachary Alexander, Planner I

RESOLUTION 12-XX

**RESOLUTION OF THE BOARD OF DIRECTORS OF MIDPENINSULA REGIONAL
OPEN SPACE DISTRICT AUTHORIZING APPROVAL OF TRAIL CONSTRUCTION
AGREEMENT, AND AUTHORIZING GENERAL MANAGER TO EXECUTE A TRAIL
EASEMENT AGREEMENT, AND AUTHORIZING GENERAL MANAGER TO
EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY OR APPROPRIATE
TO COMPLETE THE TRAIL (EL CORTE DE MADERA CREEK
PARKING/STAGING/TRAILS PROJECT)**

The Board of Directors of Midpeninsula Regional Open Space District does resolve as follows:

Section One. The Board of Directors of Midpeninsula Regional Open Space District does hereby approve the Trail Construction and Easement Agreements with California Water Service Company, a California Corporation, and the Midpeninsula Regional Open Space District, a copy of which Trail Construction and Easement Agreements are attached hereto and by reference made a part hereof, and authorizes the General Manager to execute the Agreements on behalf of the District to acquire trail rights over property owned by California Water Service Company (“Trail connection from El Corte de Madera Creek to the Bay Area Ridge Trail”).

Section Two. The General Manager is authorized to expend up to \$12,000 to cover the cost of a trail survey, plat map and miscellaneous costs related to this transaction.

Section Three. The General Manager and General Counsel are further authorized to approve any technical revisions to the attached Agreements and documents which do not involve any material change to any term of the Agreement or documents, which are necessary or appropriate to the implementation of this transaction.

* * * * *

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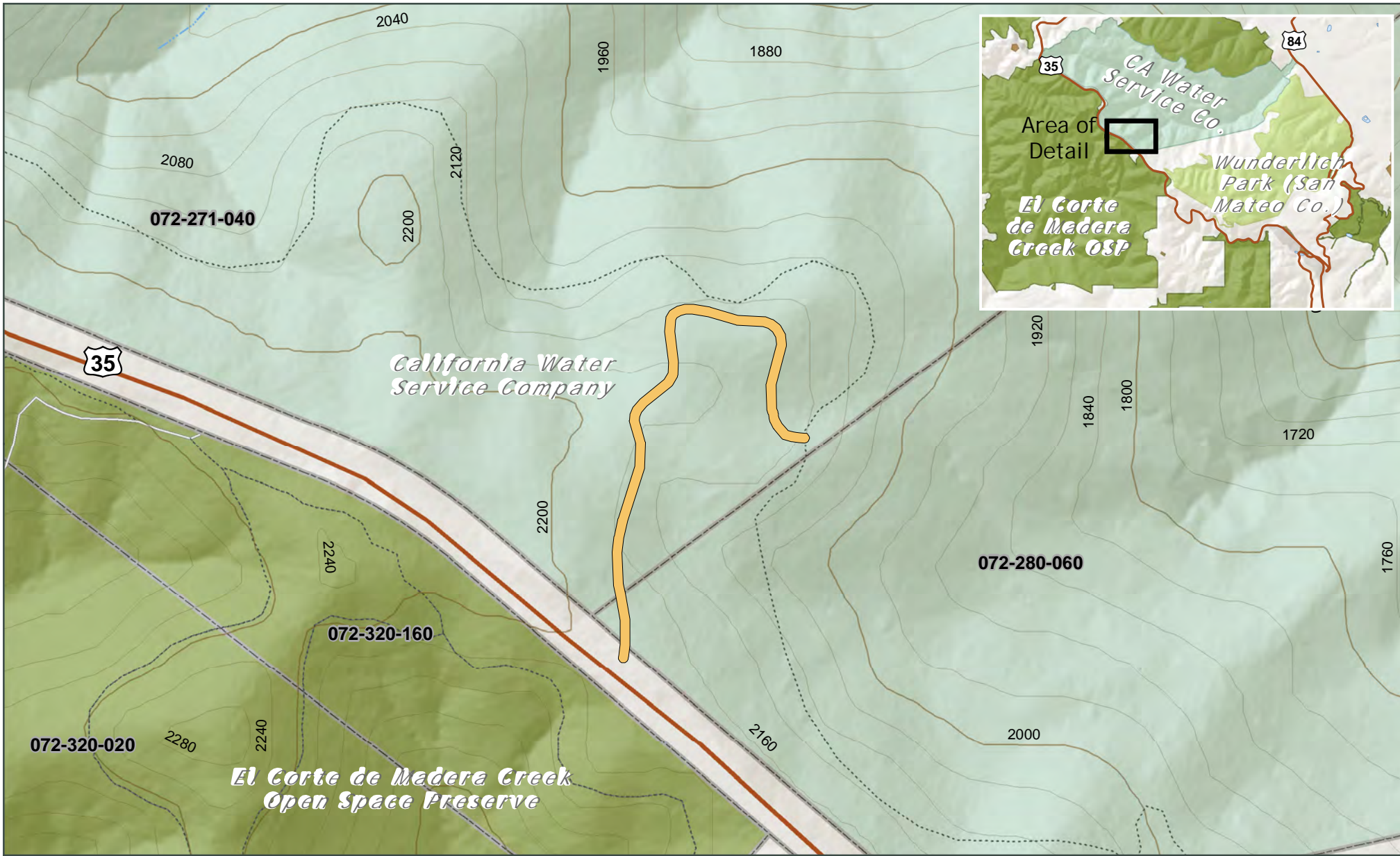








Exhibit 2: Trail Corridor Area

- | | |
|---|--|
|  MROSD Preserves |  Other Public Agency |
|  Watershed Land |  Private Property |
|  Other Protected Open Space or Park Lands |  Trail Corridor, 20 feet wide |

Midpeninsula Regional
Open Space District
(MROSD)



January, 2012



While the District strives to use the best available digital data, this data does not represent a legal survey and is merely a graphic illustration of geographic features.

TRAIL CONSTRUCTION AGREEMENT

THIS TRAIL CONSTRUCTION AGREEMENT (“Agreement”) is made this _____ day of _____, 2012 by and between CALIFORNIA WATER SERVICE COMPANY, a California Corporation (“Cal Water”) and MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a Public District formed pursuant to Article 3 of Chapter 3 of Division 5 of the California Public Resources Code (“District”).

RECITALS

- A. Cal Water is the owner of certain real property situated in the County of San Mateo, State of California, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference, also known as Assessor’s Parcel Numbers 072-271-040 and 072-280-060 (the “Cal Water Property”).
- B. District is the owner of a public open space preserve located in the vicinity of the Cal Water Property and generally depicted in Exhibit B attached hereto and incorporated herein by this reference, commonly known as the El Corte de Madera Open Space Preserve as it currently exists or may be expanded in the future (the “District Preserve”).
- C. The Bay Area Ridge Trail passes through the western portion of the Cal Water Property, and the District desires to construct a public trail connection between the District Preserve and the Bay Area Ridge Trail.
- D. Cal Water desires to provide the District temporary use to a portion of the Cal Water Property as shown on Exhibit C (“Trail Corridor Area”) attached hereto and incorporated herein by this reference for the construction of the new trail connection described in Recital C.
- E. After the trail construction is complete the District will commission a legal description and plat map of the public trail corridor in order to facilitate the execution of a non-exclusive trail easement through the Cal Water Property as more particularly described in the easement agreement attached hereto as Exhibit D and incorporated herein by this reference (Easement Agreement).

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. General Condition.

Cal Water hereby grants to the District an temporary exclusive right to use the Trail Corridor Area subject to all licenses, easements, encumbrances and claims of title

affecting the Cal Water Property for the construction of a new trail segment connecting the District's El Corte Madera Open Space Preserve to the existing Bay Area Ridge Trail which passes through the western portion of the Cal Water Property. Cal Water consents to and approves District's use of authorized agents or contractors to exercise or perform all of District's rights and privileges in this Agreement.

2. Term.

The right to enter and use the Trail Corridor Area for the trail construction shall begin on June 1, 2012 and end on October 31, 2013. This term may be extended by mutual written agreement between the parties.

3. Trail Location and Construction. The public recreational trail (the "Public Trail") shall be constructed by the District, in consultation with Cal Water as to location and dimensions, within the Trail Corridor Area. The trail bed of the Public Trail shall be no more than six (6) feet wide, and shall be located wholly within the ten (10) foot wide Trail corridor. The surface of the Public Trail shall be maintained in a natural condition with a native soil surface. A crushed rock surface may be used where necessary to control or prevent erosion. District shall obtain Cal Water's prior written consent to the plans and specifications for the Public Trail, not to be unreasonably withheld, prior to the commencement of any construction or work. If the District determines that trail improvements extending beyond the Trail corridor are necessary for the sound design and construction of the Public Trail, such as the installation of culverts or other drainage or erosion control features, District shall obtain Cal Water's prior written consent to install such trail improvements, such consent not to be unreasonably withheld. The Public Trail shall be constructed by the District at its sole cost and expense. Trail construction and maintenance activities shall be conducted so as to minimize any impact to the watershed. Upon the completion of the Public Trail construction, District shall prepare a survey of the actual alignment of the constructed Public Trail and shall create a legal description and plat map of the Trail based on such survey, and shall then work with Cal Water to execute the easement agreement. District shall be responsible for erosion prevention with respect to the period of construction of the Public Trail and for erosion prevention after completion of construction and maintenance of the Public Trail, the culverts and the erosion control features and shall bear all costs thereof.
4. Survey. The cost of the survey to determine the location of the Trail Easement and the preparation of a legal description and plat map describing and depicting the Public Trail shall be borne solely by the District.
5. Requirements of Law. District shall comply with all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes, and executive orders (collectively, "Laws") of all governmental authorities now existing or hereafter created affecting the Trail construction granted herein, or uses thereof.
6. Mechanic's Liens. District shall give Cal Water notice and provide Cal Water the opportunity to post Notices of Non-Responsibility prior to the commencement of any construction work on the Public Trail pursuant to this Agreement. District shall hold harmless, indemnify and defend Cal Water from and against any mechanic's or other

liens arising from such work, including any liabilities, costs, losses, damages, expenses, causes of action, claims or judgments (including court costs and reasonable attorneys' fees) on account of such mechanic's or other liens.

7. As-Is Conveyance. District agrees and acknowledges that Cal Water makes no representations or warranties as to the condition of the area contained within the Trail corridor or its suitability for District's purposes. Neither Cal Water nor anyone acting for or on behalf of Cal Water has made any representation, statement, warranty or promise to District concerning the physical aspects or condition of the Trail Easement including, without limitation, conditions of the soil, land use restrictions, availability of required permits, existence or non-existence of "Hazardous Materials" or suitability for the purpose for which District plans on using the Trail Corridor. District specifically acknowledges that it is entering into this Agreement with respect to the "As-Is" physical condition and "As-Is" state of repair of the Trail Corridor. For purposes of this Agreement, "Hazardous Materials" includes, without limitation, any flammable materials, explosive, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended (42 U.S.C. Section 9601, *et seq.*), the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S.C. Sections 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. Sections 9601, *et seq.*), and in the regulations promulgated pursuant thereto, or any other similar federal, state or local government law, ordinance, rule or regulation. However, Cal Water shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or third party claim or demand, relating to potential or actual Hazardous Materials contamination on, in, or under the Trail Corridor, including all costs of remediation and clean up, except to the extent such contamination was caused by District or District's invitees.
8. Insurance. District shall maintain, or cause to be maintained, throughout the term hereof a policy of commercial general liability insurance against claims for bodily injury, personal injury, death and/or property damage occurring upon, in or about the Trail Corridor with limits which shall not be less than Two Million Dollars (\$2,000,000.00) per occurrence. Cal Water shall be named as an additional insured on such policy. Prior to the commencement of any work contemplated under this Agreement, District shall promptly furnish to Cal Water an endorsement evidencing such insurance coverage. The requirements of this Section may be satisfied by delivery to Cal Water evidence reasonably satisfactory to Cal Water of equivalent insurance coverage provided by membership in a governmental agency self-insured program.
9. Indemnity. District will protect, indemnify, defend, and hold Cal Water and their officers, directors, employees, agents, successors, assigns, members, and partners (each, an "Indemnified Party") harmless from and against any and all loss, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and all costs, disbursements and expense of legal counsel) imposed upon or incurred by or asserted against any Indemnified Party by reason of the occurrence or existence of any of the following (except to the extent such losses, liabilities, obligations, claims, damages, penalties, causes of action, costs and

12. Authority. This Agreement is made pursuant to the authority of and upon, and is subject to the conditions prescribed by General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, which General Order No. 69-C, by this reference, is hereby incorporated herein and made a part hereof. Without limiting the generality of the foregoing, General Order 69-C provides in part that all public utilities covered by the provisions of PUC §851 "... are authorized to grant easements, licenses or permits for use or occupancy, on, over or under any portion of the operating property of said utilities for rights of way, private roads, agricultural purposes, or other limited uses of their several properties without further special authorization by this Commission whenever it shall appear that the exercise of such easement, license or permit will not interfere with the operations, practices and services of such public utilities to and for their ... consumers.... *Provided, however,* that each such grant ... shall be made conditional upon the right of the grantor, either upon order of this Commission or upon its own motion to commence or resume the use of the property in question whenever, in the interests of its service to its patrons or consumers, it shall appear necessary or desirable so to do."

In accordance with the foregoing, this Agreement and the Trail Easement may be terminated by Grantor in the event that Grantor determines that in the interests of its service to its patrons or consumers, it shall appear necessary or desirable so to do, or in the event of an order of the Commission to such effect. Grantor shall give Grantee thirty (30) days written notice prior to the effective date of such termination, provided that in the event of an emergency that presents an imminent threat of injury to persons, damage to property, or damage to Grantor's watershed, Grantor may give such shorter notice as is reasonable under the circumstances.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CAL WATER:

CALIFORNIA WATER SERVICE
COMPANY, a California corporation

By: _____

(name and title)

By: _____

(name and title)

Date: _____

DISTRICT:

MIDPENINSULA REGIONAL OPEN SPACE
DISTRICT, a Public District formed pursuant to
Section 3 of Chapter 3 of Division 5 of the
California Public Resources Code

By: _____
Stephen E. Abbors, General Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Susan M. Schectman, General Counsel

ATTEST:

By: _____
Michelle Radcliffe, District Clerk

EXHIBIT A

The land referred to is situated in the (See Below) State of California, and is described as follows:

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

PARCEL ONE:

Beginning at a concrete monument set in the Northeasterly line of the 100 foot right of way of the State of California Highway known as "Skyline Boulevard", Division IV, Route 55, Section C, San Mateo County, North $42^{\circ} 27' 35''$ East 50 feet from the center line of said right of way, at Engineer's Station 496 plus 55.48, the bearing of said center line at said station being North $47^{\circ} 32' 25''$ West, said point of beginning also being North $77^{\circ} 48' 15''$ East 1.60 feet from a point, formerly the common corner of lands of Bear Gulch Water Company, Clara E. L. Folger and A. Arata; thence along the general Easterly line of said Skyline Boulevard, North $47^{\circ} 32' 25''$ West 1310.17 feet to a concrete monument; thence along a curve to the left, tangent to the last named course, having a radius of 1050.00 feet and a central angle of $19^{\circ} 42' 30''$, an arc distance of 361.17 feet to a concrete monument; thence tangent to the last named curve, North $67^{\circ} 14' 55''$ West 788.61 feet to a concrete monument; thence along a curve to the right, tangent to the last named course, having a radius of 550.00 feet and a central angle of $24^{\circ} 06' 30''$, an arc distance of 231.42 feet to a concrete monument and point of compound curve; thence continuing along a curve to the right, having a radius of 950.00 feet and a central angle of $38^{\circ} 04' 21''$, an arc distance of 631.27 feet to a concrete monument and point of compound curve; thence continuing along a curve to the right, having a radius of 450.00 feet and a central angle of $42^{\circ} 44' 30''$, an arc distance of 335.69 feet to a concrete monument; thence tangent to the last named curve, North $37^{\circ} 40' 26''$ East 462.38 feet to a concrete monument; thence along a curve to the left, tangent to the last named course, having a radius of 350.00 feet and a central angle of $75^{\circ} 30' 00''$, an arc distance of 461.20 feet to a concrete monument; thence tangent to the last named curve, North $37^{\circ} 49' 34''$ West 591.18 feet to a concrete monument; thence along a curve to the left, tangent to the last named course, having a radius of 550.00 feet and a central angle of $27^{\circ} 05' 15''$, an arc distance of 260.02 feet to a point, said point being at the intersection of said Skyline Boulevard and the Westerly line of the Rancho Canada de Raymundo, between stations known as G.R. 36 and G.R. 37; thence leaving said Northeasterly line of said Skyline Boulevard and running along said Westerly line of said Rancho, between Stations G.R. 36 and G.R. 37, North $04^{\circ} 11' 35''$ East 84.74 feet to a concrete monument set at said Station G.R. 37 of said Rancho Canada de Raymundo; thence along said Westerly line of said Rancho between Stations known as G.R. 37 and G.R. 38 South $64^{\circ} 47' 05''$ West 115.85 feet to a concrete monument set in said general Easterly line of said Skyline Boulevard; thence continuing along said Easterly line of said Skyline Boulevard, along a curve to the left, the long chord of said curve bearing North $86^{\circ} 40' 22''$ West 206.82 feet and having a radius of 550.00 feet and a central angle of $21^{\circ} 40' 22''$, an arc distance of 208.05 feet to a concrete monument; thence tangent to the last named curve, South $82^{\circ} 29' 25''$ West 111.88 feet to a concrete monument; thence along a curve to the right, tangent to last named course, having a radius of 450.00 feet and a central angle of $41^{\circ} 27' 00''$, an arc distance of 325.55 feet

to a concrete monument; thence tangent to the last named curve, North 56° 00' 32" West 2183.25 feet to a concrete monument; thence along a curve to the left, tangent to the last named course, having a radius of 550.00 feet and a central angle of 19° 25' 44", an arc distance of 186.50 feet to a concrete monument set at the intersection of said Northeasterly line of said Skyline Boulevard and said Westerly line of said Rancho Canada de Raymundo, between Stations known as G.R. 38 and G.R. 39; thence leaving said Northeasterly line of said Skyline Boulevard and running along said Westerly line of said Rancho between said Stations G.R. 38 and G.R. 39, North 55° 56' 00" West 517.88 feet to a concrete monument and corner known as G.R. 39 of said Rancho, said monument recently replaced a 4 inch by a 4 inch post marked G.R. 39; thence North 34° 26' 00" West along the Southwesterly line of property conveyed by C. C. Marehouse, an unmarried man, to Bear Gulch Water Company, a corporation, by Deed dated June 27, 1927 and recorded June 30, 1927 in Liber 310 of Official Records of San Mateo County at Page 51, 35.05 feet to a concrete monument set in said general Easterly line of said Skyline Boulevard; thence continuing along said Easterly line of said Skyline Boulevard along a curve to the right, the long chord of said curve bearing North 07° 20' 48" East 198.81 feet and having a radius of 350.00 feet and a central angle of 32° 59' 59", an arc distance of 201.58 feet to a concrete monument; thence tangent to the last named curve, North 23° 50' 48" East 197.66 feet to a concrete monument; thence along a curve to the left, tangent to the last named course, having a radius of 550.00 feet and a central angle of 11° 33' 08", an arc distance of 110.89 feet to a concrete monument set at the intersection of said Easterly line of said Skyline Boulevard and the Easterly line of a 20.00 feet easement reserved for road purposes as described in the Deed from C. C. Morehouse to Bear Gulch Water Company, dated June 27, 1927 and recorded June 30, 1927 in Liber 310 of Official Records of the San Mateo County at Page 51; thence leaving said Easterly line of said Skyline Boulevard and running along said Easterly line of said 20.00 foot easement, North 60° 13' 23" East 106.75 feet to a concrete monument; thence North 03° 23' 07" West 41.24 feet to a concrete monument; thence North 33° 18' 07" West 58.74 feet to a concrete monument; thence leaving said Easterly line of said 20.00 foot easement and running along the general water-shed boundary of Bear Gulch Creek, North 77° 14' 52" East 71.22 feet to a concrete monument; thence South 75° 44' 50" East 218.17 feet to a concrete monument; thence North 56° 20' 10" East 207.12 feet to a concrete monument; thence North 46° 28' 40" East 223.45 feet to a concrete monument; thence North 76° 36' 55" East 261.08 feet to a concrete monument; thence North 52° 22' 55" East 157.55 feet to a concrete monument; thence North 28° 54' 25" East 122.81 feet to a concrete monument; thence North 65° 55' 40" East 233.48 feet to a concrete monument; thence North 39° 10' 10" East 441.54 feet to a concrete monument; thence North 58° 48' 40" East 153.50 feet to concrete monument; thence South 87° 08' 35" East 276.17 feet to concrete monument; thence North 56° 00' 10" East 252.90 feet to concrete monument; thence North 77° 42' 10" East 240.98 feet to concrete monument; thence South 75° 00' 20" East 202.02 feet to concrete monument; thence South 43° 35' 35" East 206.50 feet to concrete monument; thence South 62° 04' 35" East 306.48 feet to concrete monument; thence North 10° 05' 55" East 356.92 feet to concrete monument; thence North 73° 29' 25" East 297.90 feet to concrete monument; thence North 22° 26' 40" East 342.51 feet to concrete monument; thence North 71° 08' 55" East 337.15 feet to concrete monument; thence North 49° 26' 25" East 134.66 feet to concrete monument; thence South 88° 20' 35" East 121.56 feet to concrete monument; thence South 27° 07' 35" East 159.56 feet to concrete monument; thence South 65° 53' 35" East 224.38 feet to concrete monument; thence South 00° 30' 45" West 185.46 feet to concrete monument; thence South 17° 54' 45" East 121.70 feet to concrete monument, formerly a 4 inch by 4 inch post set on the line between Lots 2 and 3 of Tract No. 1 of the Greer Partition as said Lots and Tracts are delineated and designated on the Map entitled "Map of the Partition and Subdivision of all that Part of the Lands of the Estate of Maria Louisa

Soto de Greer, Deceased, in the Rancho Canada de Raymond, deeded by M. C. Miramontes to Robert L. Greer, et al, by Deed of September 3, 1885", filed in the Office of the Recorder of San Mateo County on March 22, 1889, in Liber 2 of Maps at Page 23; thence continuing along said watershed boundary of said Bear Gulch Creek, South 64° 41' 30" East 243.86 feet to a concrete monument, thence South 53° 54' 30" East 835.72 feet to concrete monument; thence South 09° 30' 55" East 169.03 feet to a concrete monument; thence South 61° 44' 55" East 571.63 feet to concrete monument; thence South 70° 17' 15" East 269.48 feet to a concrete monument; thence South 86° 14' 45" East 411.11 feet to concrete monument; thence South 05° 23' 35" East 398.32 feet to concrete monument; thence South 72° 03' 45" East 322.21 feet to concrete monument; thence South 26° 43' 25" East 217.84 feet to a concrete monument; thence South 69° 31' 50" East 145.40 feet to concrete monument; thence North 44° 42' 10" East 276.45 feet to a concrete monument; thence South 65° 21' 32" East 327.15 feet to a concrete monument; thence South 50° 42' 30" East 125.96 feet to a concrete monument; thence North 71° 38' 30" East 159.51 feet to a concrete monument; thence North 37° 39' 50" East 96.85 feet to a concrete monument; thence North 77° 29' 50" East 106.49 feet to a concrete monument; thence South 48° 51' 30" East 334.10 feet to a concrete monument, set on the line between Lots 4 and 5 of said Tract No. 1 of said Greer Partition; thence leaving said water-shed boundary of said Bear Gulch Creek and running along the line between said Lots 4 and 5, South 53° 11' 34" West 3154.11 feet to a point in the center of Bear Gulch Creek and being the most Westerly corner of said Lot 5 and the most Southerly corner of said Lot 4 of said Greer Partition, from which point a concrete monument bears North 53° 11' 34" East 84,51 feet; thence down-stream along said center line of said Bear Gulch Creek, South 86° 34' 45" East 90.66 feet to a point; thence South 51° 25' 05" East 170.11 feet to a point; thence South 59° 46' 15" East 247.07 feet to a point; thence South 42° 00' 45" East 559.90 feet to a point; thence South 41° 06' 05" East 186.73 feet to a point; thence South 51° 47' 15" East 224.14 feet to a point; thence South 31° 37' 35" East 181.13 feet to a point; thence South 45° 40' 15" East 126.49 feet to a point; thence South 58° 07' 15" East 137.09 feet to a point, from which a concrete monument bears North 53° 53' 05" East 30.00 feet; thence leaving said center line of said Bear Gulch Creek and following along the boundary line between lands of California Hacienda Company and Bear Gulch Water Company, North 53° 53' 05" East 3645.94 feet to a concrete monument thence North 53° 38' 56" East 1.83 feet to a concrete monument; thence leaving said boundary line between lands of California Hacienda Company and Bear Gulch Water Company and running along said water-shed boundary of said Bear Gulch Creek, South 73° 44' 48" East 859.96 feet to a concrete monument; thence North 50° 18' 52" East 249.87 feet to a concrete monument; thence North 26° 58' 37" East 246.82 feet to a concrete monument; thence North 55° 56' 37" East 342.42 feet to a concrete monument; thence North 85° 59' 27" East 548.50 feet to a concrete monument; thence North 61° 02' 17" East 1133.72 feet to a concrete monument; thence North 69° 09' 27" East 259.40 feet to a concrete monument; thence leaving said water-shed boundary, South 47° 09' 52" East 894.22 feet to a concrete monument; thence North 41° 25' 52" East 79.29 feet to a concrete monument; thence North 42° 53' 12" East 381.37 feet to a concrete monument; thence North 74° 44' 52" East 171.27 feet to a concrete monument; thence North 36° 05' 02" East 144.80 feet to a concrete monument; thence North 22° 52' 32" East 336.58 feet to a point in the center line of the County Road, 40.00 feet wide, commonly known as the Redwood City to La Honda Road, formerly known as the Redwood City to Searsville Road, at Engineer's Station 291 plus 72.61; thence along said center line of said County Road, South 33° 40' 50" East 235.45 feet to a point; thence along a curve to the left, tangent to the last named course, having a radius of 600.00 feet and a central angle of 21° 55' an arc distance of 229.61 feet to a point; thence tangent to the last named curve, South 55° 35' 50" East 15.42 feet to a point, being the intersection of said center line of said County Road and the center line of Bear Gulch Creek;

thence upstream along said center line of said Bear gulch Creek, South 86° 42' 10" West 71.58 feet to a point; thence South 69° 32' 10" West 23.34 feet to a point; thence North 58° 35' 50" West 50.35 feet to a point; thence South 43° 00' 10" West 111.90 feet to a point; thence South 31° 53' 10" West 115.09 feet to a point; thence South 27° 52' 10" West 117.00 feet to a point; thence South 51° 46' 10" West 103.41 feet to a point; thence South 19° 18' 10" West 95.10 feet to a point; thence South 43° 02' 10" West 60.35 feet to a point; thence South 15° 19' 10" West 165.96 feet to a point; thence South 80° 05' 10" West 96.57 feet to a point; thence South 48° 00' 10" West 140.86 feet to a point thence South 69° 49' 10" West 137.40 feet to an iron bolt set in the dam across said Bear Gulch Creek; thence leaving said dam across said Bear Gulch Creek and running South 63° 01' 20" East 400.00 feet to a point in the 50.00 foot road known as Bear Gulch Road, said point being the most Southerly corner of the parcel of land conveyed by The Doxsee Company, a corporation, to Edward H. Wobber, by Deed dated September 20, 1926 and recorded November 5, 1926 in Liber 279 of Official Records of San Mateo County at Page 114 and from which point an iron pipe monument bears North 63° 01' 50" West 10.00 feet; thence along the line between lands of said Bear Gulch Water Company and said Clara E. L. Folger, as described in the Quitclaim Deed from Bear Gulch Water Company to Clara E. L. Folger, dated March 29, 1930 and recorded May 1, 1930 in Liber 476 of Official Records San Mateo County at Page 1 and along said Bear Gulch Road, South 10° 58' 35" West 125.44 feet to a point; thence South 42° 05' 55" West 304.80 feet to a point; thence South 28° 01' 55" West 110.73 feet to a point; thence South 43° 16' 25" West 26.23 feet to a point; thence South 28° 32' 55" West 300.85 feet to a point; thence South 52° 15' 55" West 179.00 feet to a point; thence South 34° 43' 55" West 105.65 feet to a point; thence South 21° 15' 55" West 291.30 feet to a point; thence South 61° 40' 55" West 236.03 feet to a point; thence South 53° 26' 55" West 157.10 feet to a point; thence South 61° 43' 25" West 156.50 feet to a point; thence South 42° 31' 25" West 423.80 feet to a point; thence South 17° 01' 25" West 174.40 feet to a point; thence South 23° 29' 05" East 241.60 feet to a point; thence South 08° 50' 05" East 141.75 feet to a one inch pipe monument set in concrete; thence leaving said Bear Gulch Road and continuing along the line of said Folger Properties, South 37° 55' 55" West 89.00 feet to a one inch pipe monument set in concrete; thence South 56° 06' 55" West 843.00 feet to a one inch pipe monument set in concrete and thence South 77° 48' 15" West 6664.31 feet to a concrete monument set in the Northeasterly line of said Skyline Boulevard and the point of beginning and containing 1175 acres of land, more or less, and being portion of the Rancho Canada de Raymundo in San Mateo County, California.

EXCEPTING THEREFROM those portions of the County Road, 50.00 feet wide, commonly known as Bear Gulch Road, within the boundaries of the above described parcel of land.

ALSO EXCEPTING THEREFROM that portion of the County Road, 40.00 feet wide, commonly known as the Redwood City to La Honda Road, within the boundaries of the above described parcel of land.

ALSO EXCEPTING THEREFROM the 0.83 acre tract adjacent to the Skyline Boulevard, conveyed by Bear Gulch Water Company, a corporation, to State of California by Deed dated March 23, 1934 and recorded May 19, 1934 in Liber 622 of Official Records of San Mateo County at Page 302.

PARCEL TWO:

Beginning at the most Westerly corner of Lot 5 of Tract No. 1 of the Greer Partition in the center of Bear Gulch Creek, from which corner a concrete monument bears North 53° 11' 34"

East 84.51 feet, as said Lot and Tract are delineated and designated on the Map entitled "Map of the Partition and Subdivision of all that part of the Lands of the Estate of Maria Louisa Soto de Greer, deceased, in the Rancho Canada de Raymundo, Deeded by M. C. Miramontes to Robert L. Greer, et al, by Deed of September 3, 1885", filed in the Office of the Recorder of the San Mateo County on March 22, 1889 in Liber "B" of Maps at Page 7 and copied in Liber 2 of Maps at Page 23; running thence along the line common to Lots 4 and 5 of Tract No. 1 of said Greer Partition, North 53° 11' 34" East 3154.01 feet to a concrete monument set in the watershed boundary of Bear Gulch Creek; thence following along said watershed boundary of said Bear Gulch Creek south 48° 57' 30" East 1.45 feet to a concrete monument; thence South 06° 27' 37" West 442.40 feet to a concrete monument; thence South 41° 56' 03" East 479.97 feet to a concrete monument; thence North 52° 53' 12" East 731.32 feet to a concrete monument; thence South 74° 47' 18" East 300.86 feet to a concrete monument; thence North 86° 47' 02" East 209.52 feet to a concrete monument; thence South 57° 01' 28" East 393.43 feet to a concrete monument set in the boundary line between lands of California Hacienda Company and Bear Gulch Water Company; thence leaving said watershed boundary of said Bear Gulch Creek and following said boundary line between said lands of California Hacienda Company and Bear Gulch Water Company, South 53° 38' 56" West 1.83 feet to a concrete monument; thence South 53° 53' 05" West 3645.94 feet to a point in the center of Bear Gulch Creek from which point a concrete monument bears North 53° 53' 05" East 30.00 feet; thence following upstream of said Bear Gulch Creek North 58° 07' 15" West 137.09 feet to a point; thence North 45° 40' 15" West 126.49 feet to a point; thence North 31° 37' 35" West 181.13 feet to a point; thence North 51° 47' 15" West 224.14 feet to a point; thence North 41° 06' 05" West 186.73 feet to a point; thence North 42° 00' 45" West 559.90 feet to a point; thence North 59° 46' 15" West 247.07 feet to a point; thence North 51° 25' 05" West 170.11 feet to a point; thence North 86° 34' 45" West 90.66 feet to the point of beginning. Being a portion of said Lot No. 5 of Tract No. 1 of said Rancho Canada de Raymundo in San Mateo County, State of California.

EXCEPTING FROM Parcels One and Two so much as lies Northerly of the common boundary line as set out in Grant Deeds by and between Willeen Corporation and California Water Service Company, recorded December 28, 1961 in Book 4119, Pages 658 and 663, and including so much as acquired by California Water Service Company, Southerly of said boundary line.

APN: 072-174-040;	JPN: 72-17-173-09;
072-271-020;	72-27-271-02;
072-271-040;	72-27-271-04;
072-280-020;	72-28-280-02;
072-280-030;	72-28-280-03;
072-280-040;	72-28-280-04;
072-280-050; and	72-28-280-05; and
072-280-060	72-28-280-06

Path: G:\Projects\El_Corte_de_Madera\New_Staging_Area\Trail\Construction\Agreement\Trail\Construction\Agreement.mxd
 Created By: aroa

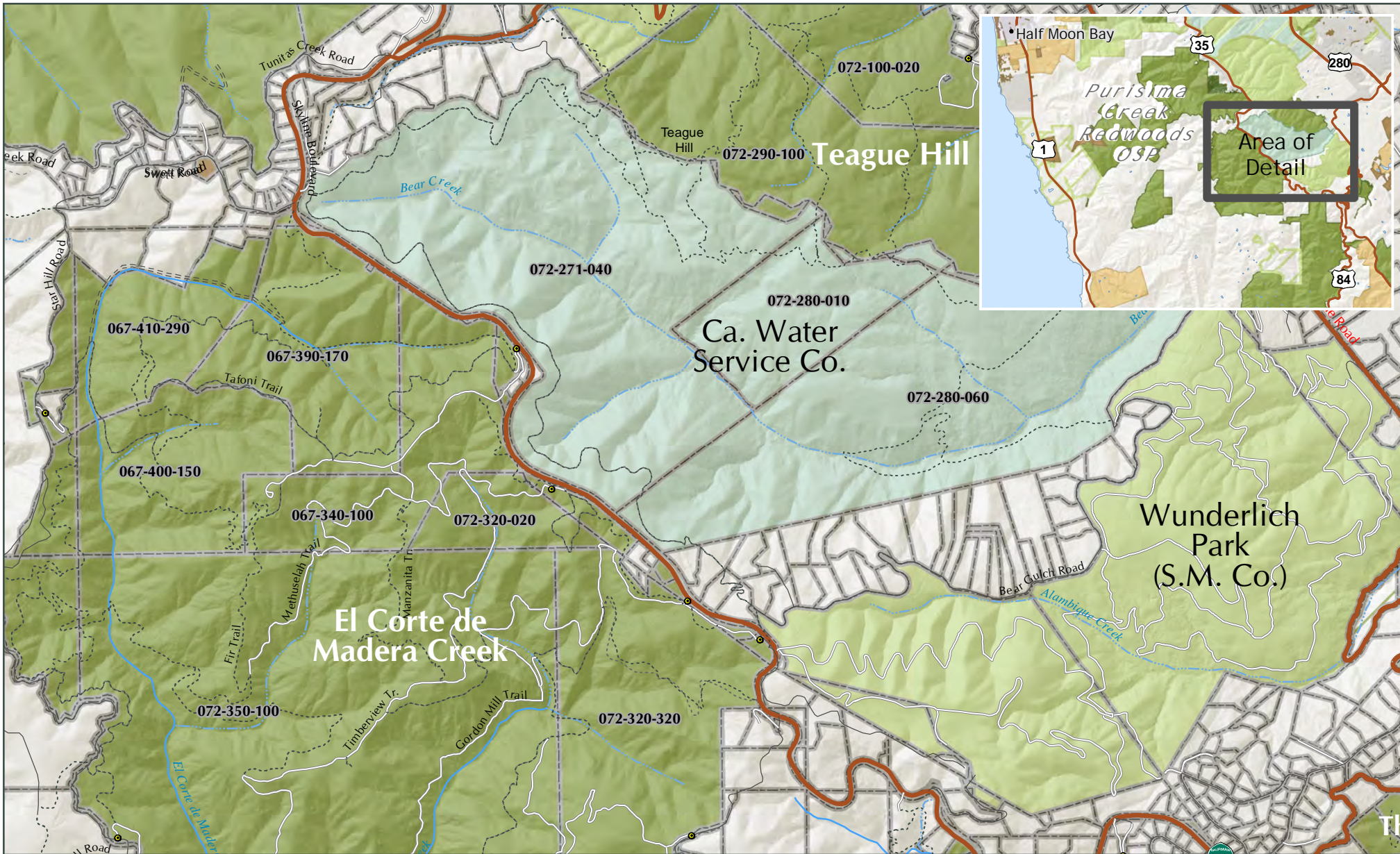


Exhibit B: El Corte de Madera Creek Open Space Preserve

- MROSD Preserves
- Watershed Land
- Other Protected Open Space or Park Lands
- Other Public Agency
- Private Property
- MROSD Gate

Midpeninsula Regional
 Open Space District
(MROSD)



November, 2011



While the District strives to use the best available digital data, this data does not represent a legal survey and is merely a graphic illustration of geographic features.

Exhibit D

RECORDING REQUESTED BY
AND WHEN RECORDED RETURNED TO:

Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, California 94022-1404
Attn: Real Property Manager

Space above this line for recorder's use only

NO TRANSFER TAX DUE
PUBLIC AGENCY ACQUIRING TITLE,
CALIFORNIA REVENUE AND TAXATION
CODE SECTION 11922.

DULY RECORDED WITHOUT FEE
Pursuant to Government Code
Sections 6103 and 27383.
BY _____

**EASEMENT AGREEMENT
PUBLIC TRAIL CORRIDOR**

This Easement Agreement (“Agreement”) is made as of _____, 2012 by and among CALIFORNIA WATER SERVICE COMPANY, a California corporation (“Grantor”) and MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a Public District formed pursuant to Article 3 of Chapter 3 of Division 5 of the California Public Resources Code (“District”). Grantor and District are sometimes referred to in this Agreement singularly as a “Party” and together as “Parties”. This Agreement shall become effective on the date set out in Section 1 (b) below.

RECITALS

A. Grantor is the owner of certain real property situated in the County of San Mateo, State of California, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference, also known as Assessor’s Parcel Numbers 072-271-040 and 072-280-060 (the “Grantor Property”).

B. District is the owner of a public open space preserve located in the vicinity of the Grantor’s Property and generally depicted in Exhibit B attached hereto and incorporated herein by this reference, commonly known as the El Corte de Madera Open Space Preserve as it currently exists or may be expanded in the future (the “District Preserve”).

C. The Bay Area Ridge Trail passes through the western portion of the Grantor’s Property, and District desires to obtain a non-exclusive public trail easement to enter and pass through the Grantor’s Property in order to provide a public trail connection between the District Preserve and the Bay Area Ridge Trail as more particularly described in this Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Public Trail Easement

(a) Easement Scope and Description. Grantor hereby grants to District a ten (10) foot wide non-exclusive public trail easement as appurtenant to the District Preserve, as it currently exists or may be expanded in the future, for public recreational pedestrian, and equestrian trail use and use by District for patrol, trail maintenance, repair purposes and emergency access (the “Trail Easement”). The public trail shall be a maximum of six (6) feet in width and located within the ten (10) foot trail corridor. The trail map is more particularly described in Exhibit C attached hereto and incorporated herein by this reference. The centerline of the Trail Easement runs along the centerline of the newly constructed trail from Skyline Boulevard (State Highway 35), across a small western portion of the Grantor’s Property until it connects to the existing Bay Area Ridge Trail. A legal description and plat map of the public trail corridor easement is set forth in Exhibit D attached hereto and incorporated herein by this reference.

(b) Term. The term of the Trail Easement shall be perpetual as long as the District Preserves are used for public open space and park purposes in accordance with Public Resources Code 5500 et seq.

(c) Use Restrictions. Use of the Trail Easement by District shall be limited to public pedestrian and equestrian use during posted hours that the District Preserves are open to the public, and to use by District staff, and contractors for trail patrol, trail maintenance, repair purposes and emergency access. Under no circumstances shall the public be permitted to operate motorized vehicle, off-road vehicle or bicycle uses within the Trail Easement.

(d) Trail Location and Construction. The public recreational trail (the “Public Trail”) was constructed by District, in consultation with Grantor as to location and dimensions, within the Trail Easement corridor described in Exhibit C. The trail bed of the Public Trail is not more than six (6) feet wide, and is to be located within the ten (10) foot wide Trail Easement corridor. The surface of the Public Trail shall be maintained in a natural condition with a native soil surface. A crushed rock surface may be used where necessary to control or prevent erosion. The Public Trail shall be constructed by District at its sole expense.

(e) Trail Realignment. In the event that a landslide, drainage problem or other trail failure necessitates trail repairs outside of the ten (10) foot wide Trail Easement corridor in order to maintain the integrity of the Public Trail, District may seek Grantor’s consent to undertake repairs outside of the Trail Easement boundaries, and such consent shall not be unreasonably withheld.

(f) Repair and Maintenance. District shall be solely responsible for repairing and maintaining the Public Trail and all drainage and erosion control structures, facilities and grading constructed by District for erosion control purposes. District shall provide at least 3 days prior notice to Grantor prior to conducting significant repair or maintenance activities except in the event of an emergency posing a threat to public health or safety. Grantor shall notify District

if the timing of such repairs would adversely impact the Grantor's Property. District and Grantor shall agree upon an alternate reasonable time period during which such repair and maintenance may be conducted.

(g) Survey. All survey costs to determine the location of the Trail Easement and the Public Trail shall be borne solely by District. A legal description and plat of survey of the Trail Easement is attached hereto as Exhibit D.

(h) Non-Exclusive Use. The Trail Easement shall be non-exclusive, and Grantor may make use of the area within the Trail Easement provided that such use does not unreasonably interfere with District's use of the Trail Easement or its intended purposes.

2. Representation and Warranties. Grantor represents and warrants to District that Grantor has good and marketable title to the Grantor Property, and there are no matters affecting title to the Grantor Property that adversely affect the Trail Easement or the rights granted under this Agreement. Grantor further represents and warrants to District that there are no persons (other than Grantor) holding an interest in any of the Grantor Property so as to affect this Agreement.

3. Requirements of Law. District shall comply with all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes, and executive orders (collectively, "Laws") of all governmental authorities now existing or hereafter created affecting the Trail Easement granted herein, or uses thereof.

4. Mechanic's Liens. District shall hold harmless, indemnify and defend Grantor from and against any mechanic's or other liens arising from District's work, including any liabilities, costs, losses, damages, expenses, causes of action, claims or judgments (including court costs and reasonable attorneys' fees) on account of such mechanic's or other liens.

5. As-Is Conveyance. District agrees and acknowledges that Grantor makes no representations or warranties as to the condition of the area contained within the Trail Easement or its suitability for District's purposes. Neither Grantor nor anyone acting for or on behalf of Grantor has made any representation, statement, warranty or promise to District concerning the physical aspects or condition of the Trail Easement including, without limitation, conditions of the soil, land use restrictions, permits for the Trail Easement or its use, existence or non-existence of "Hazardous Materials" or suitability for the purpose for which District plans on using the Trail Easement. District specifically acknowledges that it is entering into this Agreement with respect to the "As-Is" physical condition and "As-Is" state of repair of the Trail Easement. For purposes of this Agreement, "Hazardous Materials" includes, without limitation, any flammable materials, explosive, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended (42 U.S.C. Section 9601, *et seq.*), the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S.C. Sections 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. Sections 9601, *et seq.*), and in the regulations promulgated pursuant thereto, or any other similar federal, state or local government law, ordinance, rule or regulation. However, Grantor shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or

third party claim or demand, relating to potential or actual Hazardous Materials contamination on, in, or under the Trail Easement, including all costs of remediation and clean up, except to the extent such contamination was caused by District or District's invitees.

6. Insurance. District shall maintain, or cause to be maintained, throughout the term hereof a policy of commercial general liability insurance against claims for bodily injury, personal injury, death and/or property damage occurring upon, in or about the Trail Easement with limits which shall not be less than Two Million Dollars (\$2,000,000.00) per occurrence. Grantor shall be named as an additional insured on such policy. Prior to the commencement of any work contemplated under this Agreement, District shall promptly furnish to Grantor an endorsement evidencing such insurance coverage. The requirements of this Section may be satisfied by delivery to Grantor evidence reasonably satisfactory to Grantor of equivalent insurance coverage provided by membership in a governmental agency self-insured program. The insurance coverage limits set out in this Section will be adjusted every five (5) years from the Effective Date of this Agreement to reflect any aggregate increase in the All Items Consumer Price Index for All Urban Consumers (CPI-U)-San Francisco-Oakland-San Jose-Consolidated Metropolitan Statistical Area. In no event shall the insurance coverage limits set out in this Section be decreased regardless of any increase or decrease that may have occurred in such Consumer Price Index during such five (5) year period.

7. Indemnity. District will protect, indemnify, defend, and hold Grantor and their officers, directors, employees, agents, successors, assigns, members, and partners (each, an "Indemnified Party") harmless from and against any and all loss, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and all costs, disbursements and expense of legal counsel) imposed upon or incurred by or asserted against any Grantor by reason of the occurrence or existence of any of the following (except to the extent such losses, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses arise from the negligence or willful misconduct of the Grantor): (a) any accident, injury or death of persons (including workers) or losses of or damage to property occurring on or about the Trail Easement; or (b) arising out of or in any way connected with any use, possession, occupation, operation, maintenance, management or condition of the Trail Easement.

8. No Liability. Grantor shall not be liable for any loss, damage, or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to, any employee, invitees, agents or contractors of Grantor resulting from or arising out of any act or omission by District, or the use or occupancy of the Trail Easement by District, or directly or indirectly from any state or condition of the Trail Easement, except a state or condition caused solely by the negligence or willful misconduct of Grantor.

9. Public Visitor Recreational Immunity. Any permission given by Grantor for entry by public recreational visitors on or over the Trail Easement is given only for recreational purposes as defined in California Civil Code Section 846, and Grantor gives no assurances to public recreational visitors that such premises are safe for such purposes, nor confers upon the person to whom permission has been granted the legal status of an invitee or licensee to whom a duty of care is owed, nor assumes responsibility for or incurs any liability for any injury to person or property caused by any act of such person to whom permission has been granted except as

survive the foreclosure or termination of any such instrument or interest. If Grantor encumbers the Grantor's Property or any portion thereof prior to conveyance of this Trail Easement to District, Grantor shall deliver an executed consent of lienholder in which any lienholder or mortgagor consents to the Trail Easement and agrees that District's rights shall not be affected by any foreclosure or other remedy under such encumbrance so long as District performs its obligations under this Agreement.

12. Authority. This Agreement is made pursuant to the authority of and upon, and is subject to the conditions prescribed by General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, which General Order No. 69-C, by this reference, is hereby incorporated herein and made a part hereof. Without limiting the generality of the foregoing, General Order 69-C provides in part that all public utilities covered by the provisions of PUC §851 "... are authorized to grant easements, licenses or permits for use or occupancy, on, over or under any portion of the operating property of said utilities for rights of way, private roads, agricultural purposes, or other limited uses of their several properties without further special authorization by this Commission whenever it shall appear that the exercise of such easement, license or permit will not interfere with the operations, practices and services of such public utilities to and for their ... consumers.... *Provided, however,* that each such grant ... shall be made conditional upon the right of the grantor, either upon order of this Commission or upon its own motion to commence or resume the use of the property in question whenever, in the interests of its service to its patrons or consumers, it shall appear necessary or desirable so to do."

In accordance with the foregoing, this Agreement may be terminated by Grantor in the event that Grantor determines that in the interests of its service to its patrons or consumers, it shall appear necessary or desirable so to do, or in the event of an order of the Commission to such effect. Grantor shall give Grantee thirty (30) days written notice prior to the effective date of such termination, provided that in the event of an emergency that presents an imminent threat of injury to persons, damage to property, or damage to Grantor's watershed, Grantor may give such shorter notice as is reasonable under the circumstances.

13. No Partnership. Nothing contained in this Agreement shall be construed as making Grantor and District joint venturers or partners.

14. Miscellaneous

(a) Mediation of Disputes.

(i) Consultation and Resolution Process. In the event either party believes the other party to this Agreement has failed to comply with its terms, or wishes to propose an amendment to this Agreement to address any term or condition herein, or to discuss any operational issues concerning the Trail Easement, the parties agree to meet and confer within thirty (30) days of receipt of a written request for consultation delivered to the other party as set out in Section 10 herein.

(ii) If the consultation process set out in Subsection 14 (a) (i) fails to resolve any dispute arising out of or relating to this Agreement or the performance or breach thereof, the parties agree to participate in good faith in non-binding mediation in order to resolve their dispute prior to pursuing any available legal remedies.

(b) Captions. The captions of this Agreement are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Agreement and they shall not affect the interpretation hereof.

(c) Exhibits. Each of the Exhibits referenced in this Agreement is attached hereto and incorporated herein.

(d) Amendment. This Agreement may be amended only by an instrument in writing executed by the Parties hereto or by their successors and assigns.

(e) Time. Time is of the essence of this Agreement.

(f) Written Consent Required. Whenever a Party is requested to consent or to approve of any matter with respect to which its consent or approval is required by this Agreement, such consent or approval shall be given in writing.

(g) Further Assurances. The Parties shall execute such further documents and instruments as may reasonably be required from time to time by the other Party to effectuate and carry out the provisions hereof and to take such further actions as may reasonably be required to give the terms hereof full force and effect for the benefit of the Parties.

(h) Terms Run with the Land. The easements, terms, covenants and conditions contained herein shall run with the land and be binding upon and inure to the benefit of the successors and assigns of the Parties hereto pursuant to California Civil Code Section 1468.

(i) Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

(j) Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of California.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

GRANTOR:

CALIFORNIA WATER SERVICE
COMPANY, a California corporation

By: _____

(Name and Title)

By: _____

(Name and Title)

Date: _____

DISTRICT:

MIDPENINSULA REGIONAL OPEN SPACE
DISTRICT, a Public District formed pursuant to
Section 3 of Chapter 3 of Division 5 of the
California Public Resources Code

By: _____
Stephen E. Abbors, General Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Susan M. Schectman, General Counsel

ATTEST:

By: _____
Michelle Radcliffe, District Clerk

EXHIBIT A

The land referred to is situated in the (See Below) State of California, and is described as follows:

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

PARCEL ONE:

Beginning at a concrete monument set in the Northeasterly line of the 100 foot right of way of the State of California Highway known as "Skyline Boulevard", Division IV, Route 55, Section C, San Mateo County, North $42^{\circ} 27' 35''$ East 50 feet from the center line of said right of way, at Engineer's Station 496 plus 55.48, the bearing of said center line at said station being North $47^{\circ} 32' 25''$ West, said point of beginning also being North $77^{\circ} 48' 15''$ East 1.60 feet from a point, formerly the common corner of lands of Bear Gulch Water Company, Clara E. L. Folger and A. Arata; thence along the general Easterly line of said Skyline Boulevard, North $47^{\circ} 32' 25''$ West 1310.17 feet to a concrete monument; thence along a curve to the left, tangent to the last named course, having a radius of 1050.00 feet and a central angle of $19^{\circ} 42' 30''$, an arc distance of 361.17 feet to a concrete monument; thence tangent to the last named curve, North $67^{\circ} 14' 55''$ West 788.61 feet to a concrete monument; thence along a curve to the right, tangent to the last named course, having a radius of 550.00 feet and a central angle of $24^{\circ} 06' 30''$, an arc distance of 231.42 feet to a concrete monument and point of compound curve; thence continuing along a curve to the right, having a radius of 950.00 feet and a central angle of $38^{\circ} 04' 21''$, an arc distance of 631.27 feet to a concrete monument and point of compound curve; thence continuing along a curve to the right, having a radius of 450.00 feet and a central angle of $42^{\circ} 44' 30''$, an arc distance of 335.69 feet to a concrete monument; thence tangent to the last named curve, North $37^{\circ} 40' 26''$ East 462.38 feet to a concrete monument; thence along a curve to the left, tangent to the last named course, having a radius of 350.00 feet and a central angle of $75^{\circ} 30' 00''$, an arc distance of 461.20 feet to a concrete monument; thence tangent to the last named curve, North $37^{\circ} 49' 34''$ West 591.18 feet to a concrete monument; thence along a curve to the left, tangent to the last named course, having a radius of 550.00 feet and a central angle of $27^{\circ} 05' 15''$, an arc distance of 260.02 feet to a point, said point being at the intersection of said Skyline Boulevard and the Westerly line of the Rancho Canada de Raymundo, between stations known as G.R. 36 and G.R. 37; thence leaving said Northeasterly line of said Skyline Boulevard and running along said Westerly line of said Rancho, between Stations G.R. 36 and G.R. 37, North $04^{\circ} 11' 35''$ East 84.74 feet to a concrete monument set at said Station G.R. 37 of said Rancho Canada de Raymundo; thence along said Westerly line of said Rancho between Stations known as G.R. 37 and G.R. 38 South $64^{\circ} 47' 05''$ West 115.85 feet to a concrete monument set in said general Easterly line of said Skyline Boulevard; thence continuing along said Easterly line of said Skyline Boulevard, along a curve to the left, the long chord of said curve bearing North $86^{\circ} 40' 22''$ West 206.82 feet and having a radius of 550.00 feet and a central angle of $21^{\circ} 40' 22''$, an arc distance of 208.05 feet to a concrete monument; thence tangent to the last named curve, South $82^{\circ} 29' 25''$ West 111.88 feet to a concrete monument; thence along a curve to the right, tangent to last named course, having a radius of 450.00 feet and a central angle of $41^{\circ} 27' 00''$, an arc distance of 325.55 feet

to a concrete monument; thence tangent to the last named curve, North 56° 00' 32" West 2183.25 feet to a concrete monument; thence along a curve to the left, tangent to the last named course, having a radius of 550.00 feet and a central angle of 19° 25' 44", an arc distance of 186.50 feet to a concrete monument set at the intersection of said Northeasterly line of said Skyline Boulevard and said Westerly line of said Rancho Canada de Raymundo, between Stations known as G.R. 38 and G.R. 39; thence leaving said Northeasterly line of said Skyline Boulevard and running along said Westerly line of said Rancho between said Stations G.R. 38 and G.R. 39, North 55° 56' 00" West 517.88 feet to a concrete monument and corner known as G.R. 39 of said Rancho, said monument recently replaced a 4 inch by a 4 inch post marked G.R. 39; thence North 34° 26' 00" West along the Southwesterly line of property conveyed by C. C. Marehouse, an unmarried man, to Bear Gulch Water Company, a corporation, by Deed dated June 27, 1927 and recorded June 30, 1927 in Liber 310 of Official Records of San Mateo County at Page 51, 35.05 feet to a concrete monument set in said general Easterly line of said Skyline Boulevard; thence continuing along said Easterly line of said Skyline Boulevard along a curve to the right, the long chord of said curve bearing North 07° 20' 48" East 198.81 feet and having a radius of 350.00 feet and a central angle of 32° 59' 59", an arc distance of 201.58 feet to a concrete monument; thence tangent to the last named curve, North 23° 50' 48" East 197.66 feet to a concrete monument; thence along a curve to the left, tangent to the last named course, having a radius of 550.00 feet and a central angle of 11° 33' 08", an arc distance of 110.89 feet to a concrete monument set at the intersection of said Easterly line of said Skyline Boulevard and the Easterly line of a 20.00 feet easement reserved for road purposes as described in the Deed from C. C. Morehouse to Bear Gulch Water Company, dated June 27, 1927 and recorded June 30, 1927 in Liber 310 of Official Records of the San Mateo County at Page 51; thence leaving said Easterly line of said Skyline Boulevard and running along said Easterly line of said 20.00 foot easement, North 60° 13' 23" East 106.75 feet to a concrete monument; thence North 03° 23' 07" West 41.24 feet to a concrete monument; thence North 33° 18' 07" West 58.74 feet to a concrete monument; thence leaving said Easterly line of said 20.00 foot easement and running along the general water-shed boundary of Bear Gulch Creek, North 77° 14' 52" East 71.22 feet to a concrete monument; thence South 75° 44' 50" East 218.17 feet to a concrete monument; thence North 56° 20' 10" East 207.12 feet to a concrete monument; thence North 46° 28' 40" East 223.45 feet to a concrete monument; thence North 76° 36' 55" East 261.08 feet to a concrete monument; thence North 52° 22' 55" East 157.55 feet to a concrete monument; thence North 28° 54' 25" East 122.81 feet to a concrete monument; thence North 65° 55' 40" East 233.48 feet to a concrete monument; thence North 39° 10' 10" East 441.54 feet to a concrete monument; thence North 58° 48' 40" East 153.50 feet to concrete monument; thence South 87° 08' 35" East 276.17 feet to concrete monument; thence North 56° 00' 10" East 252.90 feet to concrete monument; thence North 77° 42' 10" East 240.98 feet to concrete monument; thence South 75° 00' 20" East 202.02 feet to concrete monument; thence South 43° 35' 35" East 206.50 feet to concrete monument; thence South 62° 04' 35" East 306.48 feet to concrete monument; thence North 10° 05' 55" East 356.92 feet to concrete monument; thence North 73° 29' 25" East 297.90 feet to concrete monument; thence North 22° 26' 40" East 342.51 feet to concrete monument; thence North 71° 08' 55" East 337.15 feet to concrete monument; thence North 49° 26' 25" East 134.66 feet to concrete monument; thence South 88° 20' 35" East 121.56 feet to concrete monument; thence South 27° 07' 35" East 159.56 feet to concrete monument; thence South 65° 53' 35" East 224.38 feet to concrete monument; thence South 00° 30' 45" West 185.46 feet to concrete monument; thence South 17° 54' 45" East 121.70 feet to concrete monument, formerly a 4 inch by 4 inch post set on the line between Lots 2 and 3 of Tract No. 1 of the Greer Partition as said Lots and Tracts are delineated and designated on the Map entitled "Map of the Partition and Subdivision of all that Part of the Lands of the Estate of Maria Louisa

Soto de Greer, Deceased, in the Rancho Canada de Raymond, deeded by M. C. Miramontes to Robert L. Greer, et al, by Deed of September 3, 1885", filed in the Office of the Recorder of San Mateo County on March 22, 1889, in Liber 2 of Maps at Page 23; thence continuing along said watershed boundary of said Bear Gulch Creek, South 64° 41' 30" East 243.86 feet to a concrete monument, thence South 53° 54' 30" East 835.72 feet to concrete monument; thence South 09° 30' 55" East 169.03 feet to a concrete monument; thence South 61° 44' 55" East 571.63 feet to concrete monument; thence South 70° 17' 15" East 269.48 feet to a concrete monument; thence South 86° 14' 45" East 411.11 feet to concrete monument; thence South 05° 23' 35" East 398.32 feet to concrete monument; thence South 72° 03' 45" East 322.21 feet to concrete monument; thence South 26° 43' 25" East 217.84 feet to a concrete monument; thence South 69° 31' 50" East 145.40 feet to concrete monument; thence North 44° 42' 10" East 276.45 feet to a concrete monument; thence South 65° 21' 32" East 327.15 feet to a concrete monument; thence South 50° 42' 30" East 125.96 feet to a concrete monument; thence North 71° 38' 30" East 159.51 feet to a concrete monument; thence North 37° 39' 50" East 96.85 feet to a concrete monument; thence North 77° 29' 50" East 106.49 feet to a concrete monument; thence South 48° 51' 30" East 334.10 feet to a concrete monument, set on the line between Lots 4 and 5 of said Tract No. 1 of said Greer Partition; thence leaving said water-shed boundary of said Bear Gulch Creek and running along the line between said Lots 4 and 5, South 53° 11' 34" West 3154.11 feet to a point in the center of Bear Gulch Creek and being the most Westerly corner of said Lot 5 and the most Southerly corner of said Lot 4 of said Greer Partition, from which point a concrete monument bears North 53° 11' 34" East 84,51 feet; thence down-stream along said center line of said Bear Gulch Creek, South 86° 34' 45" East 90.66 feet to a point; thence South 51° 25' 05" East 170.11 feet to a point; thence South 59° 46' 15" East 247.07 feet to a point; thence South 42° 00' 45" East 559.90 feet to a point; thence South 41° 06' 05" East 186.73 feet to a point; thence South 51° 47' 15" East 224.14 feet to a point; thence South 31° 37' 35" East 181.13 feet to a point; thence South 45° 40' 15" East 126.49 feet to a point; thence South 58° 07' 15" East 137.09 feet to a point, from which a concrete monument bears North 53° 53' 05" East 30.00 feet; thence leaving said center line of said Bear Gulch Creek and following along the boundary line between lands of California Hacienda Company and Bear Gulch Water Company, North 53° 53' 05" East 3645.94 feet to a concrete monument thence North 53° 38' 56" East 1.83 feet to a concrete monument; thence leaving said boundary line between lands of California Hacienda Company and Bear Gulch Water Company and running along said water-shed boundary of said Bear Gulch Creek, South 73° 44' 48" East 859.96 feet to a concrete monument; thence North 50° 18' 52" East 249.87 feet to a concrete monument; thence North 26° 58' 37" East 246.82 feet to a concrete monument; thence North 55° 56' 37" East 342.42 feet to a concrete monument; thence North 85° 59' 27" East 548.50 feet to a concrete monument; thence North 61° 02' 17" East 1133.72 feet to a concrete monument; thence North 69° 09' 27" East 259.40 feet to a concrete monument; thence leaving said water-shed boundary, South 47° 09' 52" East 894.22 feet to a concrete monument; thence North 41° 25' 52" East 79.29 feet to a concrete monument; thence North 42° 53' 12" East 381.37 feet to a concrete monument; thence North 74° 44' 52" East 171.27 feet to a concrete monument; thence North 36° 05' 02" East 144.80 feet to a concrete monument; thence North 22° 52' 32" East 336.58 feet to a point in the center line of the County Road, 40.00 feet wide, commonly known as the Redwood City to La Honda Road, formerly known as the Redwood City to Searsville Road, at Engineer's Station 291 plus 72.61; thence along said center line of said County Road, South 33° 40' 50" East 235.45 feet to a point; thence along a curve to the left, tangent to the last named course, having a radius of 600.00 feet and a central angle of 21° 55' an arc distance of 229.61 feet to a point; thence tangent to the last named curve, South 55° 35' 50" East 15.42 feet to a point, being the intersection of said center line of said County Road and the center line of Bear Gulch Creek;

thence upstream along said center line of said Bear gulch Creek, South 86° 42' 10" West 71.58 feet to a point; thence South 69° 32' 10" West 23.34 feet to a point; thence North 58° 35' 50" West 50.35 feet to a point; thence South 43° 00' 10" West 111.90 feet to a point; thence South 31° 53' 10" West 115.09 feet to a point; thence South 27° 52' 10" West 117.00 feet to a point; thence South 51° 46' 10" West 103.41 feet to a point; thence South 19° 18' 10" West 95.10 feet to a point; thence South 43° 02' 10" West 60.35 feet to a point; thence South 15° 19' 10" West 165.96 feet to a point; thence South 80° 05' 10" West 96.57 feet to a point; thence South 48° 00' 10" West 140.86 feet to a point thence South 69° 49' 10" West 137.40 feet to an iron bolt set in the dam across said Bear Gulch Creek; thence leaving said dam across said Bear Gulch Creek and running South 63° 01' 20" East 400.00 feet to a point in the 50.00 foot road known as Bear Gulch Road, said point being the most Southerly corner of the parcel of land conveyed by The Doxsee Company, a corporation, to Edward H. Wobber, by Deed dated September 20, 1926 and recorded November 5, 1926 in Liber 279 of Official Records of San Mateo County at Page 114 and from which point an iron pipe monument bears North 63° 01' 50" West 10.00 feet; thence along the line between lands of said Bear Gulch Water Company and said Clara E. L. Folger, as described in the Quitclaim Deed from Bear Gulch Water Company to Clara E. L. Folger, dated March 29, 1930 and recorded May 1, 1930 in Liber 476 of Official Records San Mateo County at Page 1 and along said Bear Gulch Road, South 10° 58' 35" West 125.44 feet to a point; thence South 42° 05' 55" West 304.80 feet to a point; thence South 28° 01' 55" West 110.73 feet to a point; thence South 43° 16' 25" West 26.23 feet to a point; thence South 28° 32' 55" West 300.85 feet to a point; thence South 52° 15' 55" West 179.00 feet to a point; thence South 34° 43' 55" West 105.65 feet to a point; thence South 21° 15' 55" West 291.30 feet to a point; thence South 61° 40' 55" West 236.03 feet to a point; thence South 53° 26' 55" West 157.10 feet to a point; thence South 61° 43' 25" West 156.50 feet to a point; thence South 42° 31' 25" West 423.80 feet to a point; thence South 17° 01' 25" West 174.40 feet to a point; thence South 23° 29' 05" East 241.60 feet to a point; thence South 08° 50' 05" East 141.75 feet to a one inch pipe monument set in concrete; thence leaving said Bear Gulch Road and continuing along the line of said Folger Properties, South 37° 55' 55" West 89.00 feet to a one inch pipe monument set in concrete; thence South 56° 06' 55" West 843.00 feet to a one inch pipe monument set in concrete and thence South 77° 48' 15" West 6664.31 feet to a concrete monument set in the Northeasterly line of said Skyline Boulevard and the point of beginning and containing 1175 acres of land, more or less, and being portion of the Rancho Canada de Raymundo in San Mateo County, California.

EXCEPTING THEREFROM those portions of the County Road, 50.00 feet wide, commonly known as Bear Gulch Road, within the boundaries of the above described parcel of land.

ALSO EXCEPTING THEREFROM that portion of the County Road, 40.00 feet wide, commonly known as the Redwood City to La Honda Road, within the boundaries of the above described parcel of land.

ALSO EXCEPTING THEREFROM the 0.83 acre tract adjacent to the Skyline Boulevard, conveyed by Bear Gulch Water Company, a corporation, to State of California by Deed dated March 23, 1934 and recorded May 19, 1934 in Liber 622 of Official Records of San Mateo County at Page 302.

PARCEL TWO:

Beginning at the most Westerly corner of Lot 5 of Tract No. 1 of the Greer Partition in the center of Bear Gulch Creek, from which corner a concrete monument bears North 53° 11' 34"

East 84.51 feet, as said Lot and Tract are delineated and designated on the Map entitled "Map of the Partition and Subdivision of all that part of the Lands of the Estate of Maria Louisa Soto de Greer, deceased, in the Rancho Canada de Raymundo, Deeded by M. C. Miramontes to Robert L. Greer, et al, by Deed of September 3, 1885", filed in the Office of the Recorder of the San Mateo County on March 22, 1889 in Liber "B" of Maps at Page 7 and copied in Liber 2 of Maps at Page 23; running thence along the line common to Lots 4 and 5 of Tract No. 1 of said Greer Partition, North 53° 11' 34" East 3154.01 feet to a concrete monument set in the watershed boundary of Bear Gulch Creek; thence following along said watershed boundary of said Bear Gulch Creek south 48° 57' 30" East 1.45 feet to a concrete monument; thence South 06° 27' 37" West 442.40 feet to a concrete monument; thence South 41° 56' 03" East 479.97 feet to a concrete monument; thence North 52° 53' 12" East 731.32 feet to a concrete monument; thence South 74° 47' 18" East 300.86 feet to a concrete monument; thence North 86° 47' 02" East 209.52 feet to a concrete monument; thence South 57° 01' 28" East 393.43 feet to a concrete monument set in the boundary line between lands of California Hacienda Company and Bear Gulch Water Company; thence leaving said watershed boundary of said Bear Gulch Creek and following said boundary line between said lands of California Hacienda Company and Bear Gulch Water Company, South 53° 38' 56" West 1.83 feet to a concrete monument; thence South 53° 53' 05" West 3645.94 feet to a point in the center of Bear Gulch Creek from which point a concrete monument bears North 53° 53' 05" East 30.00 feet; thence following upstream of said Bear Gulch Creek North 58° 07' 15" West 137.09 feet to a point; thence North 45° 40' 15" West 126.49 feet to a point; thence North 31° 37' 35" West 181.13 feet to a point; thence North 51° 47' 15" West 224.14 feet to a point; thence North 41° 06' 05" West 186.73 feet to a point; thence North 42° 00' 45" West 559.90 feet to a point; thence North 59° 46' 15" West 247.07 feet to a point; thence North 51° 25' 05" West 170.11 feet to a point; thence North 86° 34' 45" West 90.66 feet to the point of beginning. Being a portion of said Lot No. 5 of Tract No. 1 of said Rancho Canada de Raymundo in San Mateo County, State of California.

EXCEPTING FROM Parcels One and Two so much as lies Northerly of the common boundary line as set out in Grant Deeds by and between Willeen Corporation and California Water Service Company, recorded December 28, 1961 in Book 4119, Pages 658 and 663, and including so much as acquired by California Water Service Company, Southerly of said boundary line.

APN: 072-174-040;	JPN: 72-17-173-09;
072-271-020;	72-27-271-02;
072-271-040;	72-27-271-04;
072-280-020;	72-28-280-02;
072-280-030;	72-28-280-03;
072-280-040;	72-28-280-04;
072-280-050; and	72-28-280-05; and
072-280-060	72-28-280-06

Path: G:\Projects\El_Corte_de_Madera\New_Staging_Area\TrailConstruction\Agreement\TrailConstructionAgreement.mxd
 Created By: aroa

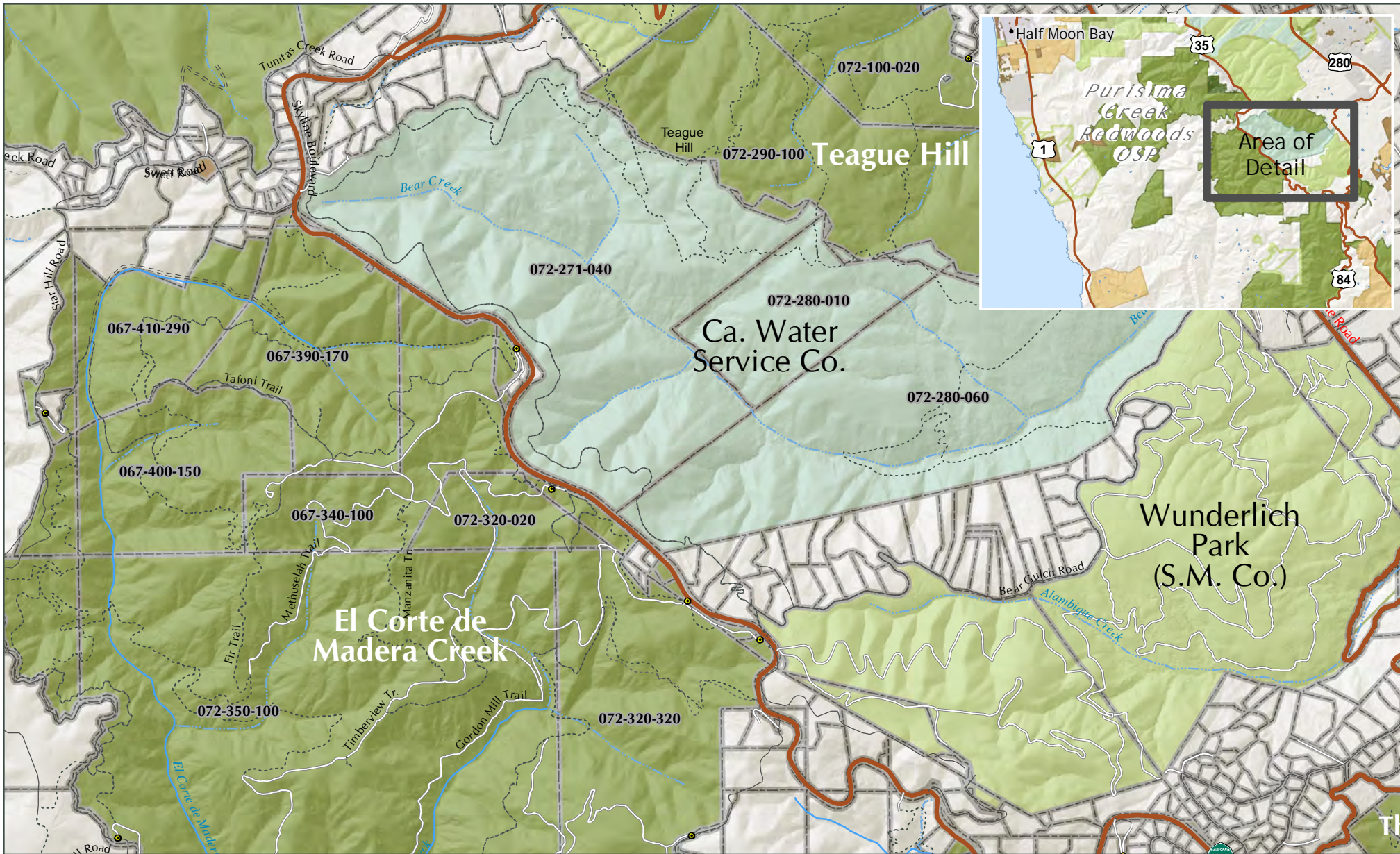


Exhibit B: El Corte de Madera Creek Open Space Preserve

- MROSD Preserves
- Other Public Agency
- Watershed Land
- Private Property
- Other Protected Open Space or Park Lands
- MROSD Gate

Midpeninsula Regional
 Open Space District
(MROSD)



November, 2011



While the District strives to use the best available digital data, this data does not represent a legal survey and is merely a graphic illustration of geographic features.

Exhibit C

Trail Map

(*Map of new trail across Cal Water Property)

Exhibit D

Trail Easement

(*Survey Map and Legal Description of Trail Easement Across Cal Water Property)