



Midpeninsula Regional
Open Space District

R-21-110
Meeting 21-25
August 16, 2021

AGENDA ITEM 1

AGENDA ITEM

Memorandum of Agreement with Santa Clara County for inspection and enforcement of the Ridgeline Easement on Lehigh Quarry Property near Rancho San Antonio Open Space Preserve

GENERAL MANAGER'S RECOMMENDATION

Adopt a Resolution approving a Memorandum of Agreement with the County of Santa Clara regarding the inspection and enforcement of the Ridgeline Easement held by the County on Lehigh Quarry lands and authorizing the General Manager to execute the Agreement

SUMMARY

Santa Clara County (County) holds a Ridgeline Easement over portions of Lehigh Quarry (Lehigh), just south of Rancho San Antonio Open Space Preserve. This ridgeline protects the viewshed, reduces dust from quarry operations from exiting the quarry, and establishes a buffer between the quarry and adjacent natural preserve to protect local wildlife. Entering into the Memorandum of Agreement would allow the Midpeninsula Regional Open Space District (District) to support the original intent of the easement to protect the ridgeline and surrounding viewshed.

BACKGROUND

In 1972, the Santa Clara County Board of Supervisors and Kaiser Cement & Gypsum Corporation (Kaiser), Lehigh's predecessor, agreed to protect the ridgeline between the quarry and what is now Rancho San Antonio Open Space Preserve (Rancho Preserve) by entering to a Ridgeline Easement that permanently prevents mining, quarrying, or other activities from lowering the ridgeline. A large landslide in 1987 caused Kaiser Cement to request an emergency grading authorization from the County to alter portions of the ridgeline subject to the protections of the easement, which the County granted. The approximate location of the easement relative to the current quarry rim and ridgeline is shown in Attachment 2.

In 2000, the District entered into partnership agreement with County, to manage Rancho San Antonio County Park (Park) in conjunction with Rancho San Antonio Open Space Preserve (Preserve) to ensure common planning, operation, and management of a cohesive system of trails in the Park and Preserve for public use and enjoyment. The Ridgeline Easement lies on quarry property is adjacent to and runs roughly parallel to the property boundary between the Preserve and the quarry providing protection to the Preserve from encroachment by the quarry.

In 1977, the District lost a 20-acre corner of the Preserve just east of the Ridgeline Easement when a quarry-induced landslide on quarry property undermined the ridgeline. Following years of negotiation, the District exchanged the 20 acres of undermined land for 107-acres of Lehigh property in 2006 to improve public access rights and protect the remaining viewshed.

In 2014, the District secured additional land rights from Lehigh as part of a litigation settlement agreement related to their 2012 Reclamation Plan. These additional land rights restrict the height of the East Materials Storage Area, secure public trail easements, and secure rights of first offers/refusals. Lehigh also committed to attending District Board of Directors meetings annually.

On June 22, 2021, the Santa Clara County Board of Supervisors voted unanimously to direct County staff to discuss a potential grant of enforcement rights of the ridgeline easement with the District and, should an agreement be reached, return to the Board of Supervisors at their August 17, 2021 meeting.

On June 23, 2021, the Board of Directors in turn directed the General Manager and General Counsel to engage in discussions with Santa Clara County staff on this subject.

DISCUSSION

At this time, the District has an opportunity to partner with the County in inspecting and enforcing the Ridgeline Easement to ensure the ongoing protection of the ridgeline by entering into the Memorandum of Agreement (Agreement), Attachment 1, Exhibit A. Under the Agreement, the District would be responsible for inspecting the Ridgeline Easement property. If its inspection reveals a violation of the easement, or if either the County or District believe that a violation of the easement has occurred, the County and District will discuss a potential enforcement action. The District will have the option of requiring the County to assign its enforcement rights to the District for that particular violation if the County declines to enforce the violation.

Assigning the enforcement provisions of the Ridgeline Easement to the District would support the County Board of Supervisors' and Kaiser's original promise to the public to protect the ridgeline. If the Preserve and the District had been established prior to 1972, the District could have been a logical partner to hold the Ridgeline Easement and protect the open space values therein. Recently, in 2019, Lehigh Quarry proposed a Reclamation Plan amendment that increases mining in several areas of the property. The Reclamation Plan proposal would undermine the existing Ridgeline Easement and proposes amending the Ridgeline Easement to accommodate increased mining and grading. The proposed Reclamation Plan environmental review process has not started. The District submitted a letter to Lehigh Quarry in March 2021 on the proposed Reclamation Plan amendment which communicates the District's concerns on a number of critical issues. (Attachment 3).

FISCAL IMPACT

By entering into the Agreement, the District would incur an annual cost associated with inspecting the easement, estimated to be \$10,000 - \$15,000. The potential costs to the District of

enforcing the easement, in the event of a violation, would depend on the nature and extent of the violation.

BOARD AND COMMITTEE REVIEW

The Board of Directors directed the General Manager and General Counsel to enter into discussions with Santa Clara County Staff regarding a potential grant of enforcement rights at a June 23, 2021 meeting, [R-21-93](#).

PUBLIC NOTICE

Public notice was provided as required by the Brown Act.

CEQA COMPLIANCE

Entering into the Agreement is not a project under the California Environmental Quality Act (CEQA) because it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Nevertheless, if the Agreement is a project then it is exempt from review under CEQA in accordance with the “Common Sense Exemption” (CEQA Guidelines, Section 15061(b)(3)) as it can be seen with certainty that there is no possibility that the Agreement would have a significant effect on the environment. The Agreement will not result in a new physical change in the environment because it would maintain the status quo with respect to the Ridgeline Easement. Currently, inspection and enforcement are allowed under the Ridgeline Easement, and the Agreement would not change this. Since the Agreement will make no changes to the current circumstances, it can be seen with certainty that approval of the Agreement would not result in a significant effect on the environment. The County and Midpen agree the County will serve as the Lead Agency for this Agreement.

NEXT STEPS

The Santa Clara County Board of Supervisors will consider entering into the Agreement at their August 17th, 2021 Board meeting.

If the Board approves the General Manager’s recommendation and the County Board of Supervisors approves County staff’s recommendation to enter into the Agreement, the General Manager will execute the Agreement. District and County staff would then discuss conducting the annual inspection of the easement.

The proposed 2019 Reclamation Plan amendment proposes a modification of the ridgeline and Ridgeline Easement and would be considered by the County Board of Supervisors at a future date, anticipated to be no sooner than late 2022, pending the start of the Environmental Impact Report process on the proposed Reclamation Plan.

Attachments

1. Resolution approving a Memorandum of Agreement with Santa Clara County regarding the inspection and enforcement of the Ridgeline Easement held by the County on Lehigh Quarry lands and authorizing the General Manager to execute any

- and all other documents necessary or appropriate to effectuating the purposes of the Agreement
2. Map of Ridgeline Easement
 3. Letter from the District to Lehigh Quarry on 2019 Reclamation plan amendment

Responsible Department Head:
Ana Ruiz, General Manager

Prepared by:
Aaron Hébert, Senior Resource Management Specialist

Graphics prepared by:
Fran Lopez Tapia, GIS Technician

RESOLUTION 21-__

**RESOLUTION OF THE BOARD OF DIRECTORS OF MIDPENINSULA
REGIONAL OPEN SPACE DISTRICT APPROVING A MEMORANDUM
OF AGREEMENT WITH THE COUNTY OF SANTA CLARA
REGARDING INSPECTION AND ENFORCEMENT OF THE RIDGELINE
EASEMENT HELD BY THE COUNTY ON LEHIGH QUARRY LANDS,
AND AUTHORIZING THE GENERAL MANAGER OR OTHER
APPROPRIATE OFFICER TO EXECUTE ANY AND ALL OTHER
DOCUMENTS NECESSARY OR APPROPRIATE TO EFFECTUATING
THE PURPOSES OF THE AGREEMENT**

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

SECTION ONE. The Board of Directors of Midpeninsula Regional Open Space District (District) approves the Memorandum of Agreement between the County of Santa Clara and the Midpeninsula Regional Open Space District, which is attached hereto and incorporated herein by this reference (Exhibit A).

SECTION TWO. The President of the Board of Directors, General Manager, or other appropriate officer is authorized to execute the Memorandum of Agreement.

SECTION THREE. The General Manager and General Counsel are further authorized to approve any revisions to the attached Memorandum of Agreement and documents, which do not involve any material change to any term of the Agreement or documents, which are necessary or appropriate to effectuating the purposes of the Agreement.

* * * * *

PASSED AND ADOPTED by the Board of Directors of the Midpeninsula Regional Open Space District on _____, 2021, at a special meeting thereof, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

Larry Hassett, Secretary
Board of Directors

Curt Riffle, President
Board of Directors

APPROVED AS TO FORM:

Hilary Stevenson, General Counsel

I, the District Clerk of the Midpeninsula Regional Open Space District, hereby certify that the above is a true and correct copy of a resolution duly adopted by the Board of Directors of the Midpeninsula Regional Open Space District by the above vote at a meeting thereof duly held and called on the above day.

Jennifer Woodworth, District Clerk

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement (“Agreement”) between the County of Santa Clara (“County”), a political subdivision of the State of California, and the Midpeninsula Regional Open Space District (“District”), an independent special district formed pursuant to California Public Resources Code §5500 *et seq.*, relating to the inspection and enforcement of the Ridgeline Protection Easement Deed (“Ridgeline Easement”), dated August 18, 1972 and as more particularly described below. The County and District each are a “Party” and collectively are the “Parties” to this Agreement, as referenced herein.

RECITALS

WHEREAS, on August 22, 1972, the Board of Supervisors of the County of Santa Clara accepted, as “Grantee,” the Ridgeline Easement granted by Kaiser Cement and Gypsum Corporation on August 18, 1972 (as “Grantor”), to the County. The Ridgeline Easement was recorded in the Official Records of the Santa Clara County Clerk-Recorder as that certain Ridgeline Protection Easement Deed, document 4363258 (Official Records Book 0052, Pages 589-628), recorded by Kaiser Cement and Gypsum Corporation on October 4, 1972;

WHEREAS, the property subject to the Ridgeline Easement is referred to herein as the “Ridgeline Easement property”;

WHEREAS, the Ridgeline Easement applies to Grantor and Grantee, and their successors and assigns;

WHEREAS, the Ridgeline Easement protects and maintains at specified elevations the Permanente Ridgeline within the Ridgeline Easement property to provide a scenic backdrop to the residents of the County and to serve as a natural screen to the industrial operations undertaken by Grantor, its successors and assigns;

WHEREAS, the Ridgeline Easement prohibits Grantor, and its successors and assigns, from lowering the elevation of the Permanente Ridgeline and from mining in a specified area on the northeast slope of such ridgeline;

WHEREAS, under the Ridgeline Easement, the Grantee has “the right to enter upon the real property for the purpose of making inspections from time to time regarding the preservation of the ridgeline easement”;

WHEREAS, the District was established by the voters in northern Santa Clara County in 1972 to preserve, protect, and restore the midpeninsula’s irreplaceable natural resources, including its ridgelines and foothills;

WHEREAS, the Ridgeline Easement property is located within the District's boundary and immediately adjacent to the District and County's Rancho San Antonio County Park and Open Space Preserve ("Rancho San Antonio");

WHEREAS, preservation of the Ridgeline Easement property furthers the mission of the District by protecting natural resources and scenic views for County residents and visitors to Rancho San Antonio;

WHEREAS, the Parties previously entered into a management agreement to manage Rancho San Antonio to ensure common planning, operation, and management of a cohesive system of trails for public use and enjoyment;

WHEREAS, County and District agree to further their partnership in protecting open space and protecting the Ridgeline Easement property as a scenic backdrop by utilizing the District's expertise and knowledge to inspect the Ridgeline Easement property and to enable the County or the District to elect to enforce the Ridgeline Easement as both parties protect this important asset for future generations of Santa Clara County residents;

WHEREAS, this Agreement does not alter any terms of the Ridgeline Easement or affect the burdens or rights of any party subject to the Ridgeline Easement;

WHEREAS, this Agreement is in the public interest, and this Agreement will not conflict or interfere with the County's rights as a Grantee under the Ridgeline Easement.

NOW, THEREFORE, for good and valuable consideration the receipt of which the Parties acknowledge, the County and District agree as follows:

AGREEMENT

1. PURPOSE

- 1.1 It is the goal of this Agreement to preserve the Permanente Ridgeline as provided in the Ridgeline Easement, attached hereto and incorporated herein as Attachment A, for the benefit of the residents of Santa Clara County. The Parties intend to accomplish this goal by authorizing the District to conduct inspections of the Ridgeline Easement property and for either the County or the District to enforce the Ridgeline Easement, as further specified in this Agreement.
- 1.2 County shall notify District in writing of any proposed amendment of the Ridgeline Easement and, if requested by District, consult with District about the proposed amendment.

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2. TERM

- 2.1 This Agreement shall be in effect from the date of its execution by the Parties until the date of termination in accordance with Section 3 below.

3. TERMINATION

- 3.1 This Agreement shall terminate automatically upon the termination of the Ridgeline Easement.
- 3.2 This Agreement may be terminated by either Party by providing notice to the other Party in accordance with Section 9.1 at least one-year prior to termination. Any enforcement action commenced prior to the effective date of termination shall survive the termination of the Agreement.
- 3.3 The Parties may agree to mutually terminate this Agreement by written instrument.

4. DELEGATION OF AUTHORITY

- 4.1 The Board of Supervisors of the County of Santa Clara delegates to the County Executive, or designee, the authority to take all actions necessary and reasonable for the County to accomplish the purpose of this Agreement, except only the Board of Supervisors shall be authorized to terminate this Agreement pursuant to Section 3.
- 4.2 The Board of Directors of the Midpeninsula Regional Open Space District delegates to the General Manager, or designee, the authority to take all actions necessary and reasonable for the District to accomplish the purpose of this Agreement, except only the Board of Directors shall be authorized to terminate this Agreement pursuant to Section 3.

5. INSPECTION OF RIDGELINE EASEMENT

- 5.1 The County hereby delegates authority to the District to perform inspections of the Ridgeline Easement property pursuant to Section 3 of the Ridgeline Easement. The District shall act as the County's agent in conducting the inspections and shall be responsible for the District's costs associated with conducting the inspections.
- 5.2 The Parties shall cooperate to determine the current elevation of the Permanente Ridgeline subject to the Ridgeline Easement and procedures for the District to access and to inspect the Ridgeline Easement property.

- 5.3 Within 60 calendar days of an inspection of the Ridgeline Easement by the District, the District shall file a written report of its findings of the inspection with the County. The County may request a meeting with the District to review the written report at the convenience of the Parties.

6. VIOLATION OF RIDGELINE EASEMENT

In the event an inspection made by the District in accordance with Section 5 reveals that a violation of the Ridgeline Easement has occurred, or in the event that either Party has reason to believe that a violation has occurred, the other Party shall be notified in writing of the violation and the Parties shall be given the opportunity to meet and confer regarding potential enforcement of the Ridgeline Easement, including the allocation of enforcement costs, within 30 calendar days of the written notice.

7. ASSIGNMENT OF ENFORCEMENT RIGHTS; CONDITIONS PRECEDENT

- 7.1 If District notifies the County in writing of its intent to enforce the Ridgeline Easement, County shall fully execute and record an Assignment Agreement of Enforcement Rights of Ridgeline Easement (“Assignment”) granting District the right to enforce the Ridgeline Easement as to the particular identified violation.
- 7.2 For purposes of Section 7.1, the District may notify the County of its intent to enforce the Ridgeline Easement if any of the following conditions are met:
- (a) If County indicates in writing that it does not intend to enforce a violation identified by either Party.
 - (b) If County states in writing that it intends to enforce the identified violation but does not initiate enforcement of the violation within (i) 7 calendar days for an Emergency Violation (defined below in Section 7.2(d)), or (ii) 1 year for a violation that is not an Emergency Violation.
 - (c) If County does not respond that it intends to enforce a violation identified by either Party within (i) 7 calendar days of written notice of the violation for an Emergency Violation or (ii) 30 calendar days of written notice for a violation that is not an Emergency Violation.
 - (d) “Emergency Violation” is a violation that would result in harm to the public’s health, safety, or welfare, or result in irreversible harm to the Ridgeline Easement property.
- 7.3 The County Executive, or designee, shall execute and record an Assignment to District, in substantially the same form as Attachment B, attached hereto and

incorporated herein, within 5 business days of receipt of any notice of intent to enforce the Ridgeline Easement pursuant to Section 7.1.

- 7.4 Upon receipt of the Assignment, District shall have the right, but not the obligation, to commence an enforcement action.
- 7.5 County retains all other rights granted under the Ridgeline Easement (other than those assigned to District pursuant to an Assignment), including the right to enforce any other violation of the Ridgeline Easement that has not been assigned to District.

8. INDEMNITY

- 8.1 County shall indemnify, defend, and hold harmless the District, its officers, board members, agents and employees from any claim, expense or cost, liability, loss, injury or damage arising out of, or in connection with any challenge to the validity of the Ridgeline Easement.
- 8.2 Except as provided in Section 8.1, the Parties shall indemnify, defend, and hold harmless the other Party, its officers, board members, employees and agents, from any claim, expense or cost, injury or damage, or liability occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, in connection with or arising from this Agreement, any Assignment of the Ridgeline Easement, or action to enforce the Ridgeline Easement.

This Section 8 shall survive any termination of the Agreement.

9. MISCELLANEOUS PROVISIONS

9.1 Notices. Any notice required to be given hereunder, or which either Party may desire to give to the other, shall be in writing. Notice may be personally delivered, sent via overnight delivery, transmitted via electronic mail if receipt is confirmed, or given by mailing the same by registered or certified mail, postage prepaid, addressed as follows:

If to County: County Executive
County of Santa Clara
70 West Hedding Street, East Wing, 11th Floor
San Jose, CA 95110
Attn: County Executive
county.executive@ceo.sccgov.org

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And with copy to: County of Santa Clara
Office of County Counsel
70 W. Hedding Street, East Wing, 9th Floor
San Jose, CA 95110
Attn: County Counsel
county.counsel@cco.sccgov.org

If to District: Midpeninsula Regional Open Space District
Attn: General Manager
330 Distel Circle
Los Altos, CA 94022-1404
aruiz@openspace.org

9.2 Entire Agreement. This Agreement, together with Attachments A-B, attached hereto and incorporated herein by this reference, contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral agreement, statements, and understandings between the Parties with respect thereto.

9.3 Amendments. This Agreement may be amended or modified only by a written instrument executed by both Parties.

9.4 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect.

9.5 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree that any controversy arising under or in relation to this Agreement shall be litigated exclusively in the state or federal courts with jurisdiction in Santa Clara County, California. Each Party irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation, and waives any other venue to which such party might be entitled.

9.6 Interpretation of Agreement. This Agreement shall be liberally construed in favor of the purposes of the Ridgeline Easement. If there is any disagreement regarding the interpretation of any provision in this Agreement, or any provision in this instrument is found to be ambiguous, an interpretation that furthers the purposes of the Ridgeline Easement that would render the provision valid shall be favored over any interpretation that would not further the purposes of the Ridgeline Easement.

9.7 Waivers. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be

construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision, or condition of this Agreement.

9.8 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective permitted successors and assigns.

9.9 Survivability. Any provision of this Agreement which, by its terms, survives the Agreement, shall survive after termination of the Agreement.

9.10 Counterparts; Electronic Signature/Delivery. The Agreement may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County.

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9.11 Effective Date. This Agreement takes effect on the latest date signed below by all Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

THE COUNTY OF SANTA CLARA

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

By: _____
MIKE WASSERMAN, President
Board of Supervisors

By: _____
Name: _____
Its: _____

Date: _____

Date: _____

Signed and certified that a copy of this document has been delivered by electronic or other means by the President, Board of Supervisors.
Attest:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Name: _____
Title: _____

TIFFANY LENNEAR
Assistant Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

By: _____
Name: _____
Title: _____

Attachment A: Ridgeline Easement
Attachment B: Assignment

ATTACHMENT A
Ridgeline Easement

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COUNTY OF SUPERVISORS

NO TAX DUE

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NO FEE

RIDGELINE PROTECTION EASEMENT DEED

This is a Ridgeline Protection Easement Deed made by KAISER CEMENT & GYPSUM CORPORATION, as Grantor, to the COUNTY OF SANTA CLARA, a political subdivision of the State of California, as Grantee.

WHEREAS, the Grantor is the owner in fee of that certain real property known as Permanente Cement Plant, situated in the County of Santa Clara, State of California; and

WHEREAS, the Grantor is conducting mining operations and other industrial use upon the property; and

WHEREAS, the site of the mining operations is in the western foothills of the County of Santa Clara and portions of that site have natural beauty and scenic attributes which compliment the surrounding lands; and

WHEREAS, Grantor, as an industrial operator within the County of Santa Clara, desires to make its operations at the Permanente Cement Plant as compatible with the natural environment and general welfare of the community as is reasonably practicable; and

WHEREAS, the ridge commonly known as "Permanente Ridge" provides a scenic backdrop to the residents in the northern portion of the County of Santa Clara and a natural screen to a portion of the industrial operations taking place on the site of the Permanente Cement Plant; and

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WHEREAS, the Grantor is willing to grant to the County of Santa Clara an easement protecting and maintaining the said ridge at specified elevations as herein provided;

NOW, THEREFORE, and in consideration of the premises, the Grantor grants and conveys to the County of Santa Clara a ridge-line protection easement in that certain real property of Grantor known as "Permanente Cement Plant," situate in the County of Santa Clara, State of California, and more particularly described in the following referenced deeds in the Official Records of the Recorder of the County of Santa Clara, and depicted as the area outlined in red on the USGS map attached as Exhibit "A" hereto:

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945	17
945	98
945	99
1046	265
1090	212
1106	15
1103	591
1153	10
1242	221
1329	183
3510	223
5254	518
6830	732
7787	163
7787	164
8122	556
8757	470

and along that certain line shown in red and marked "Finished Permanente Ridge As Seen From Los Altos" on the map attached as Exhibit "B" hereto, of the nature and character and to the extent hereinafter expressed, which estate, interest and easement will result from the restrictions hereby imposed upon the use of said property by said Grantor, and to that end and for the purpose of

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accomplishing the intent of the parties hereto, said Grantor covenants on behalf of itself, its successors and assigns with the said Grantee, its successors and assigns, to do and refrain from doing severally and collectively upon the Grantor's said property the various acts hereinafter mentioned.

Grantor reserves the right to make full use of said real property and ridgeline subject to the provisions of this ridgeline protection easement for all purposes which do not interfere with, impair, destroy or detract from Grantee's rights hereunder.

The restrictions hereby imposed upon the use of said property of the Grantor and the acts which said Grantor shall refrain from doing upon their said property in connection therewith are as follows:

1. Grantor shall not lower the ridgeline described in Exhibit "B" for mining, quarrying or other purposes, below the sea level elevations along that certain line labeled "Proposed Future Ridgeline" on the profile map attached hereto as Exhibit "C"; nor will Grantor mine, quarry or otherwise excavate for minerals or mineral materials in the area shown as the "northeast slope" on Exhibit "B".

2. Grantor shall install, within sixty (60) days of the execution of this document, durable, fixed monuments, contained in concrete, at the four stations indicated on the ridgeline profile map attached as Exhibit "C" hereto, indicating the elevations above sea level referred to in paragraph 1 above.

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3. Grantee shall have the right to enter upon the real property for the purpose of making inspections from time to time regarding the preservation of the ridgeline easement.

4. This easement is granted to the County of Santa Clara, its successors and assigns forever. This grant shall be binding upon the successors and assigns of the Grantor.

IN WITNESS WHEREOF, KAISER CEMENT & GYPSUM CORPORATION has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its duly authorized officer.

DATED: August 18, 1972.

KAISER CEMENT & GYPSUM CORPORATION

By Peter S. Hass
Title President

4363258

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FILED FOR RECORD
AT REQUEST OF

BOARD OF SUPERVISORS

OCT 4 3 22 PM '72

OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE E. FOWLES
RECORDER

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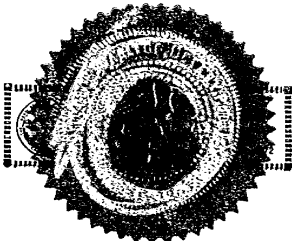
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Cowdery's Form No. 27—(Acknowledgment Corporation).
(C. C. Secs. 1190—1190.1)

STATE OF CALIFORNIA,
County of ALAMEDA } ss.
On this 18th day of August in the year one thousand nine
hundred and 72 before me, Carleen M. Darling
a Notary Public, State of California, duly commissioned and sworn, personally appeared
Peter S. Hass

known to me to be the President of the corporation described
in and that executed the within instrument, and also known to me to be the person who
executed the within instrument on behalf of the corporation therein named, and acknowledged
to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of ALAMEDA the day and
year in this certificate first above written.

Carleen M. Darling
Notary Public, State of California.
My Commission Expires September 10, 1972

(PRINTED 1/19/63) 61-0416

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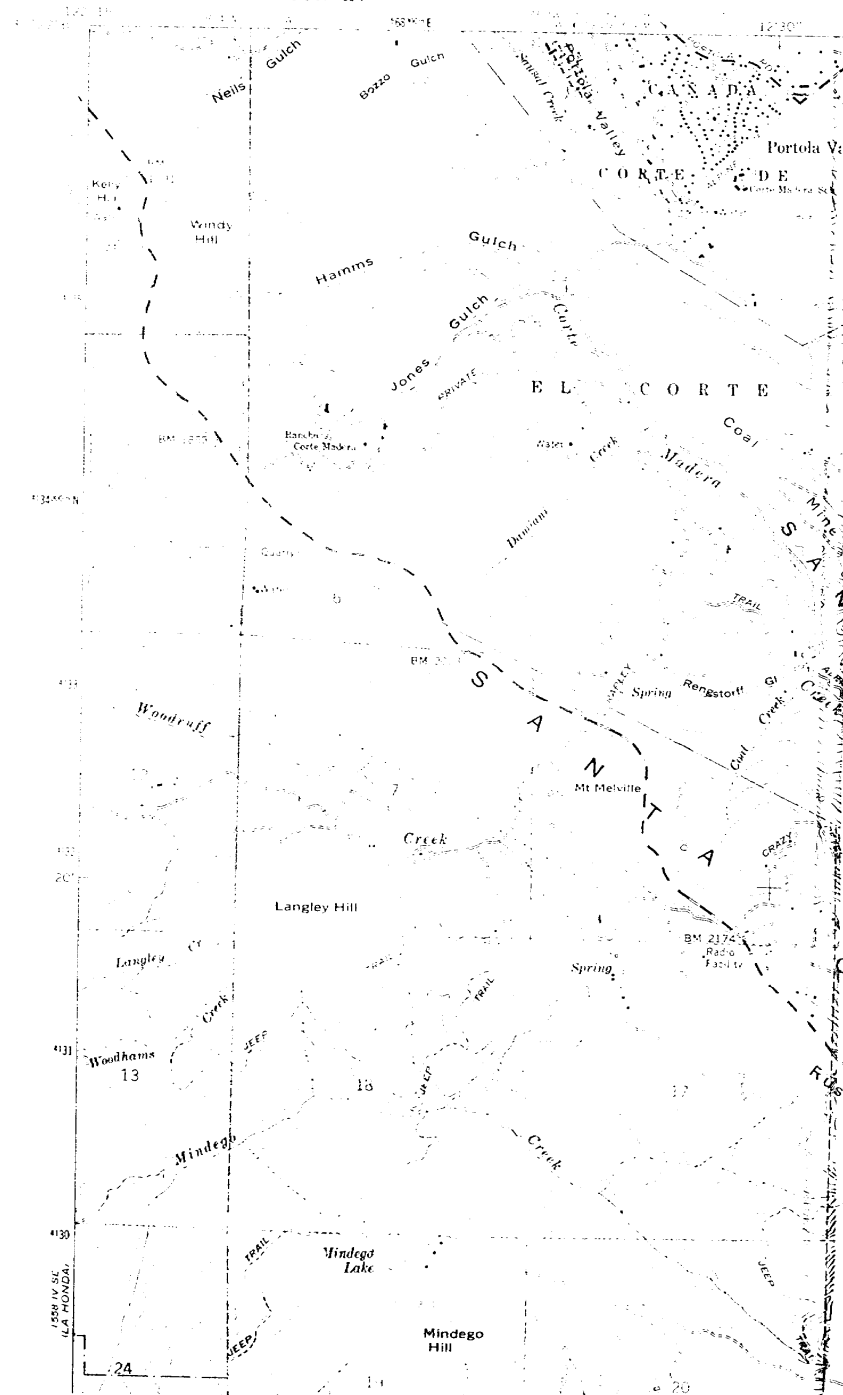
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RECORDER'S MEMO
FAINT WRITING OR TYPING
ON CARBON COPIES MAKES
POOR PHOTOGRAPHIC RECORD

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

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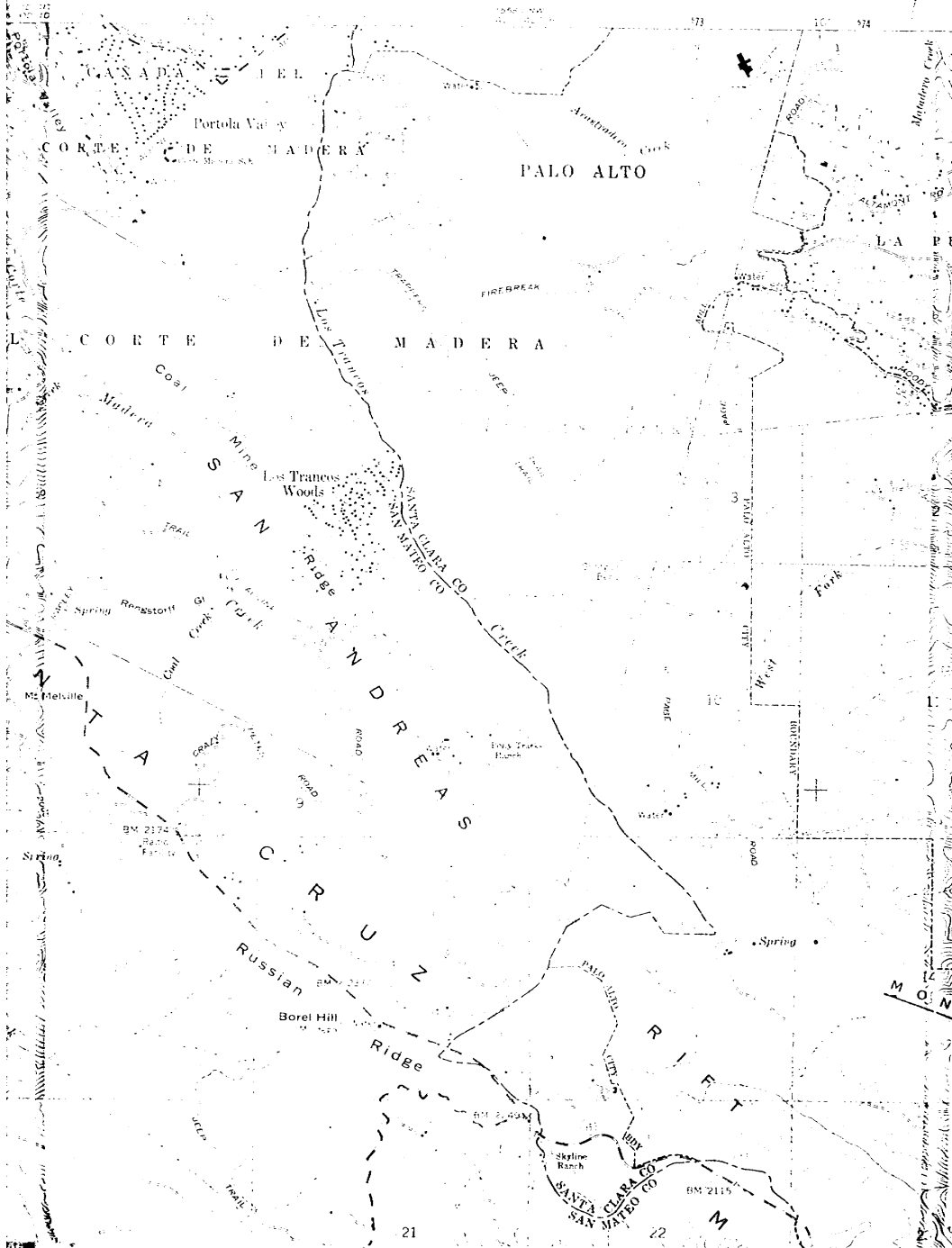
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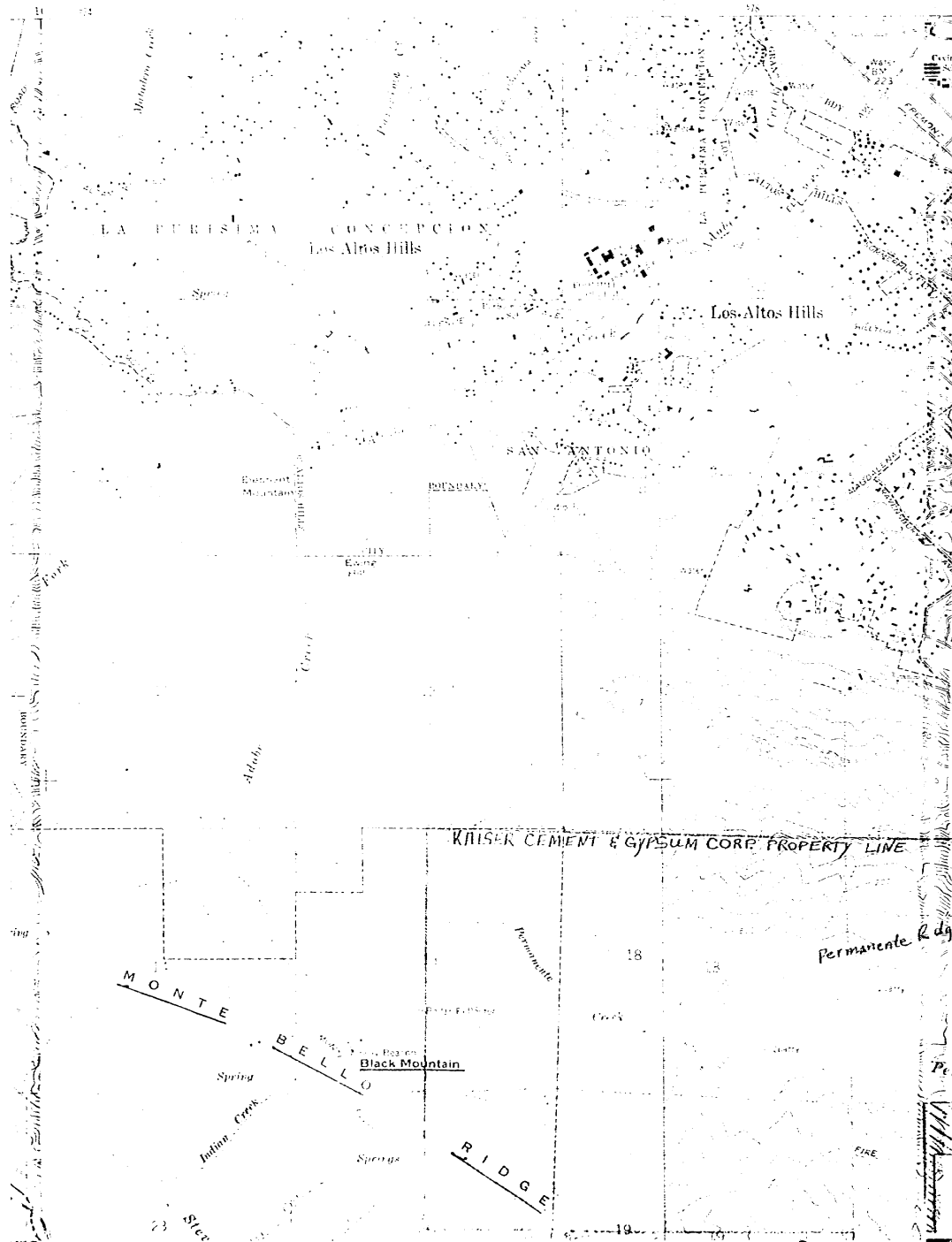
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MINDEGO HILL QUADRANGLE

UTAH TERRITORY

UNITED STATES
DEPARTMENT OF THE INTERIOR
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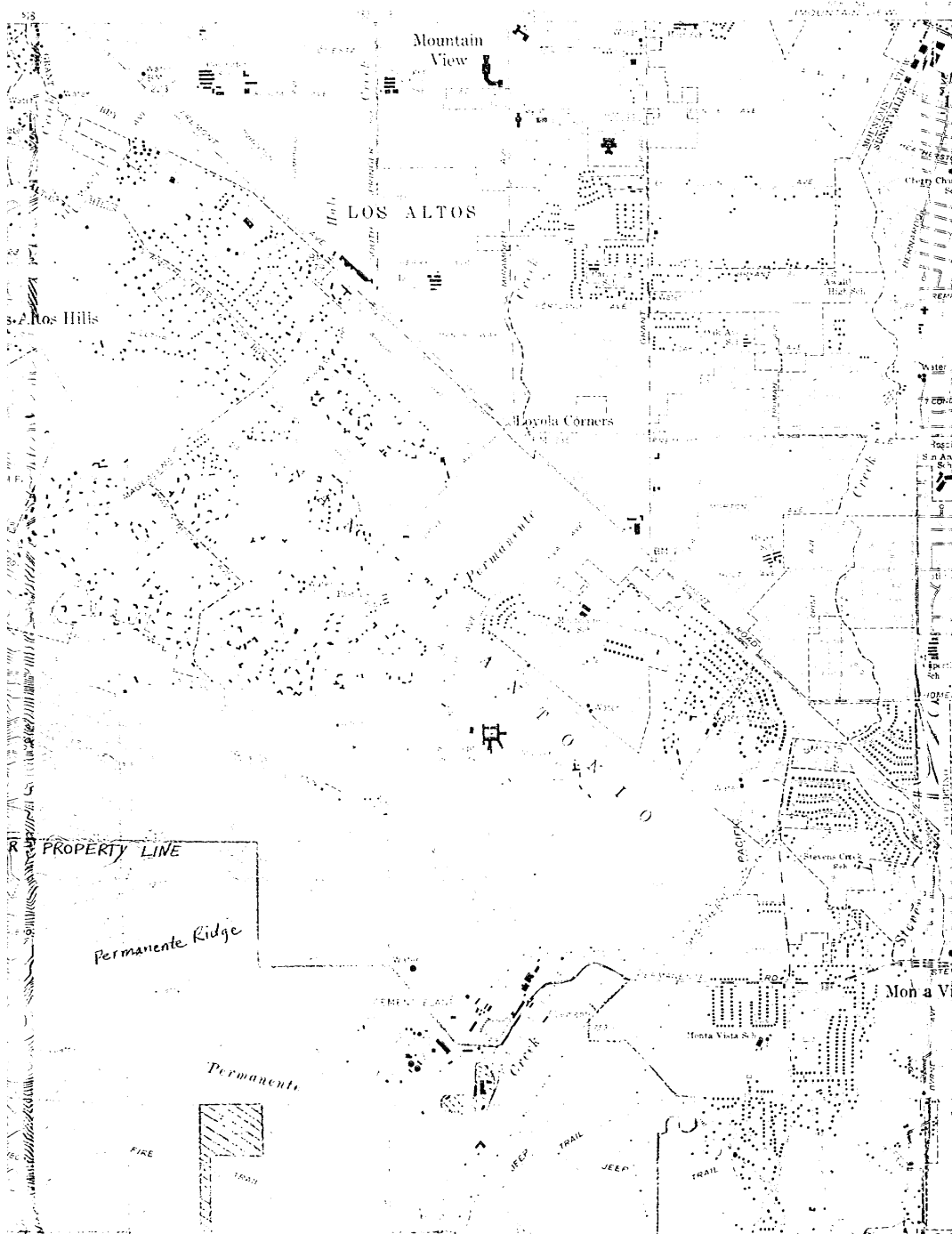
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DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

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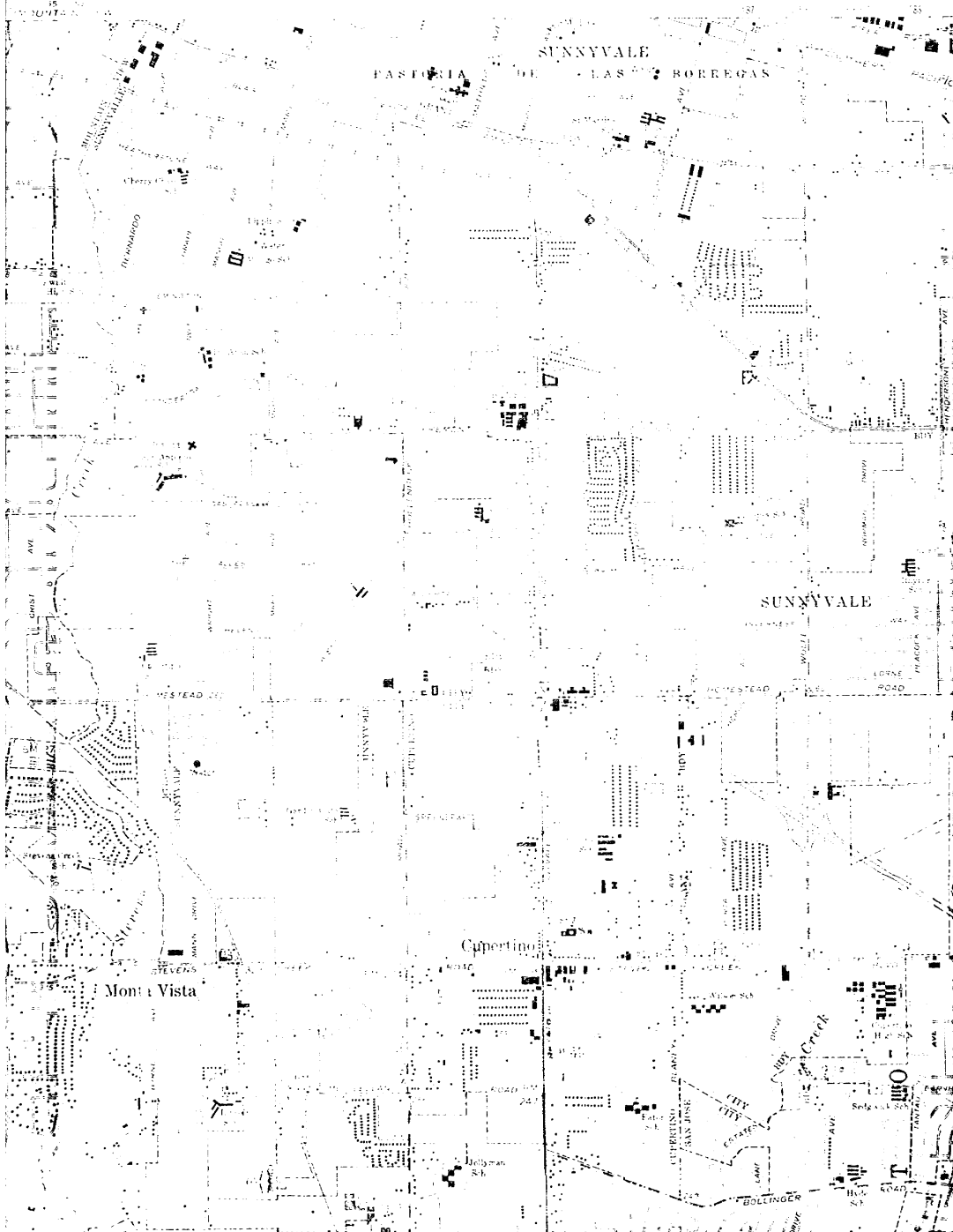
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CUPERTINO QUADRANG

CALIFORNIA

15 MINUTE SERIES TOPOGRA



DR BOOK
0052

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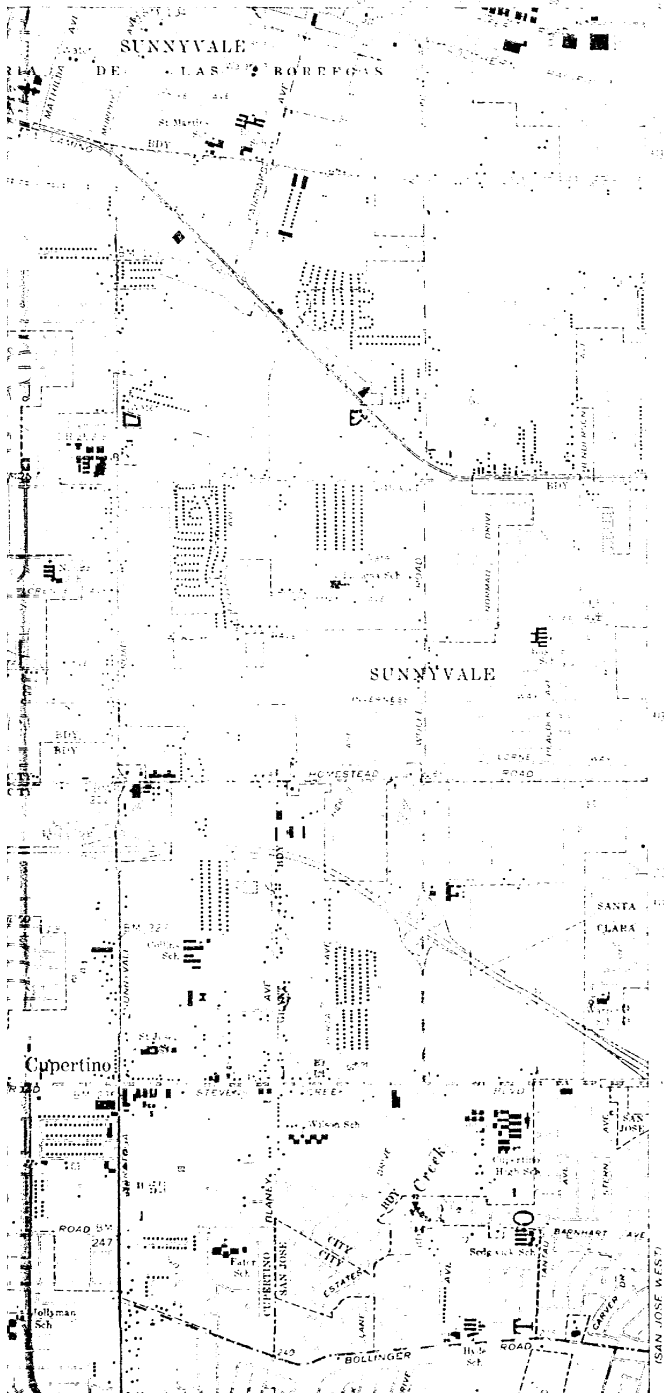
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CUPERTINO QUADRANGLE
CALIFORNIA

15 MINUTE SERIES (TOPOGRAPHIC)

0052 599

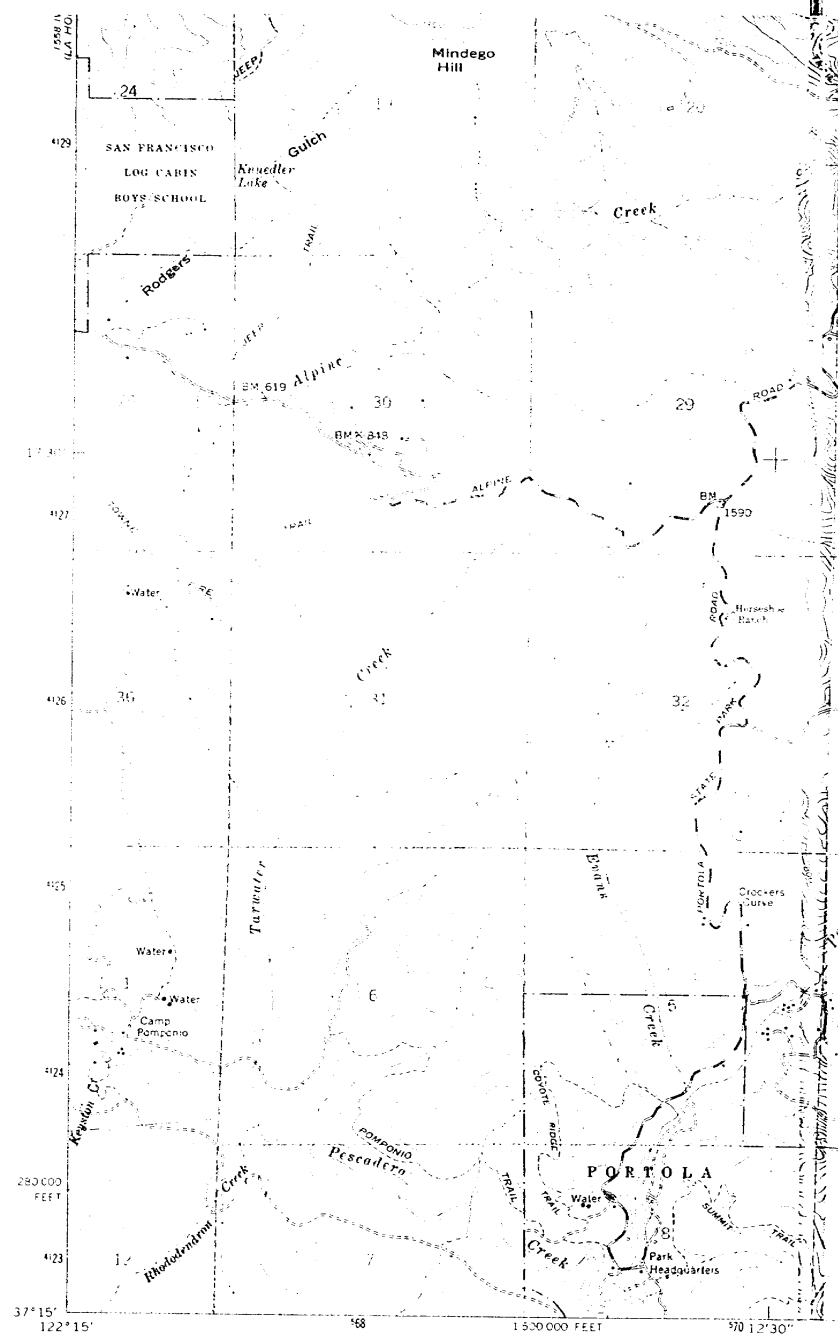


OR BOOK

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000

FRANKLIN POINT
1558 (11 ME)

Mapped, edited, and published by the Geological Survey

Control by USGS, USC&GS, and USCE

Topography from aerial photographs by photogrammetric methods

Aerial photographs taken 1953. Field check 1955

Revised from aerial photographs taken 1960. Field check 1961

Polyconic projection. 1927 North American datum

10,000 foot grid based on California coordinate system, zone 3

1000 meter Universal Transverse Mercator grid ticks,

zone 10, shown in blue

Dashed far lines indicate approximate locations

Land lines unsurveyed in parts of T-2 and BS-R, 3 W

Fine red dashed lines indicate selected fence lines

UTM GRID AND 1968 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET

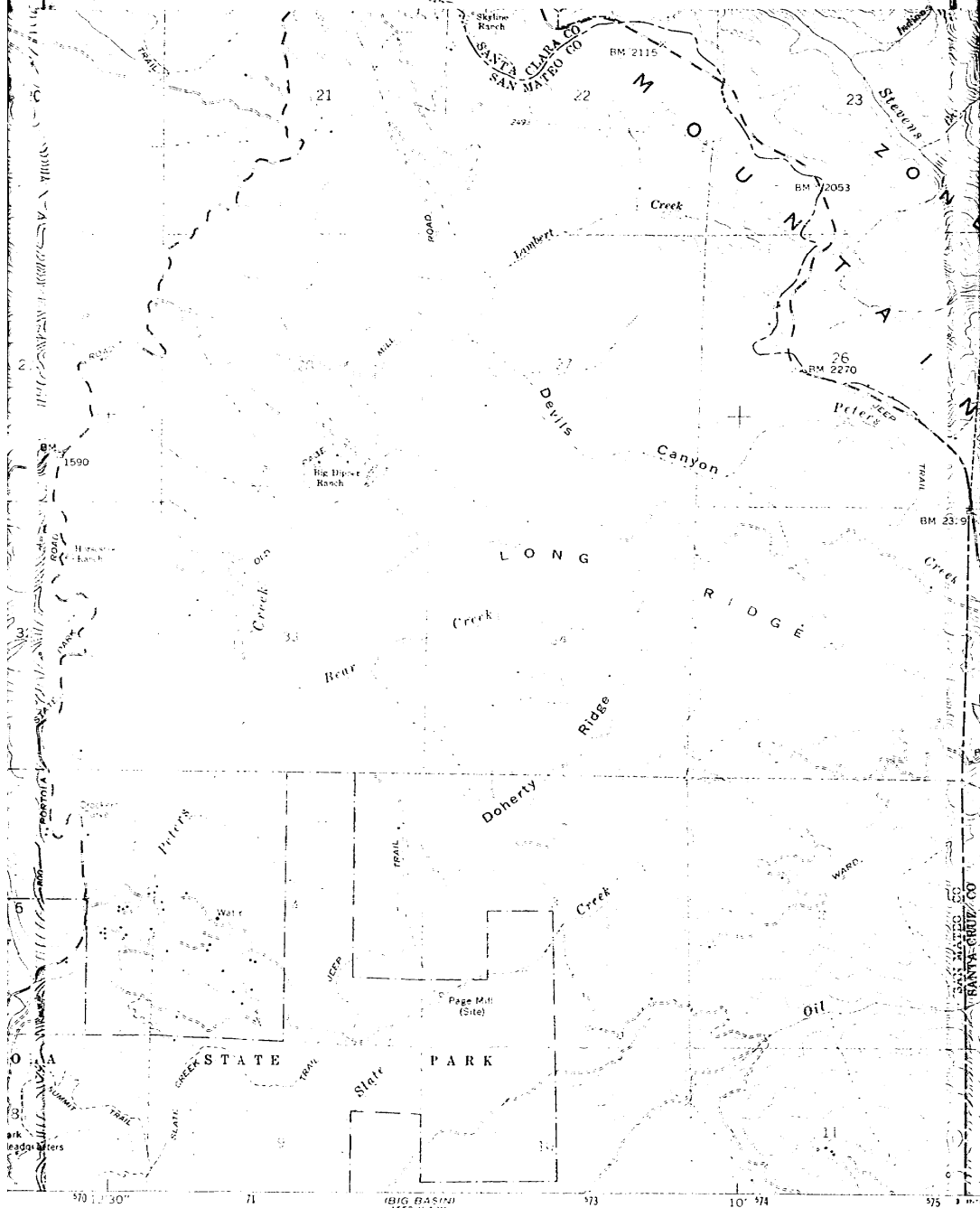
0052 600

FOR SALE

OR BOOK
0052

PAGE

601



SCALE 1:4000

CONTOUR INTERVAL 40 FEET
DATUM - MEAN SEA LEVEL



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A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

600

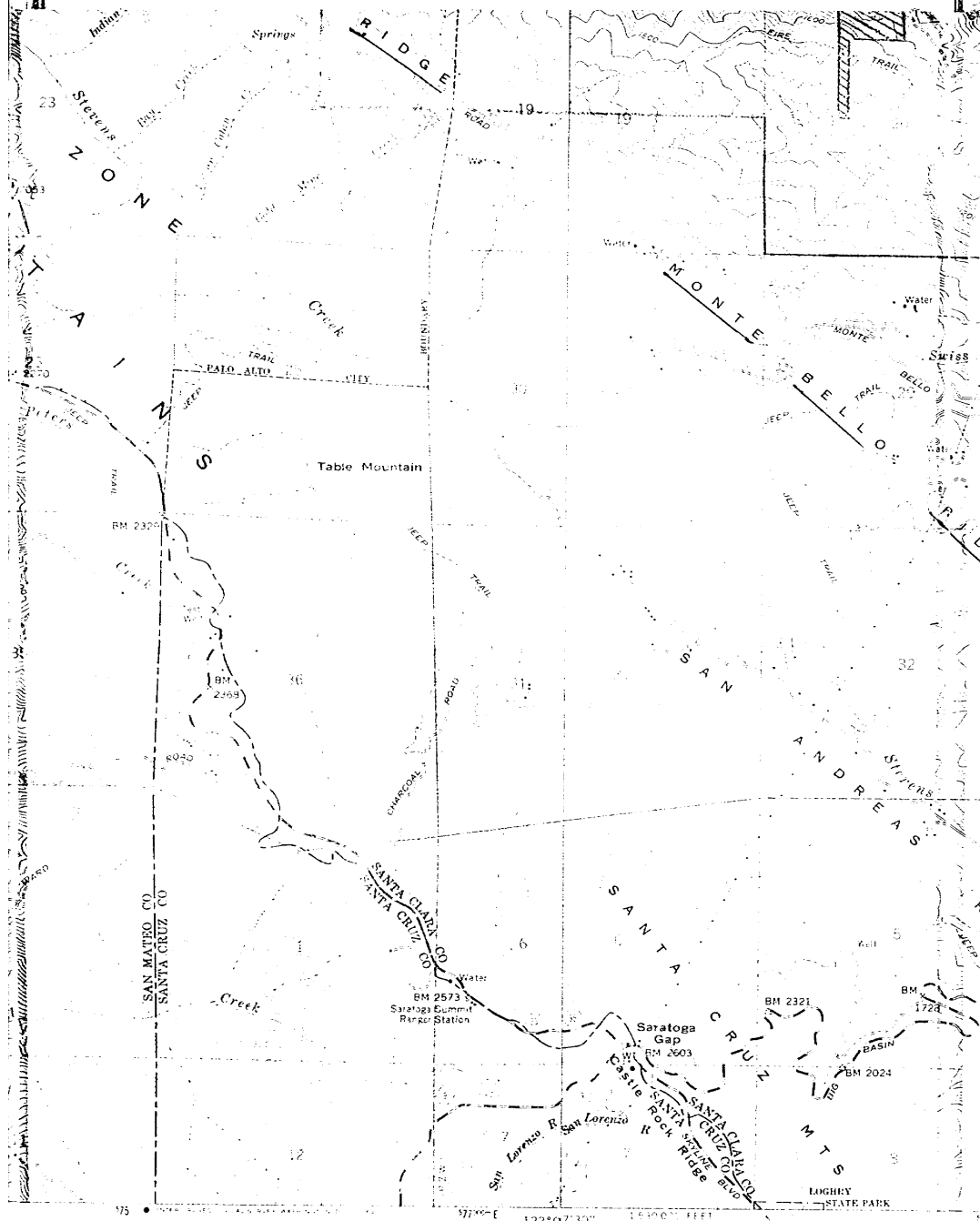
0052 601

QUAD PANGLOSS LOCATION

O.R. BOOK
0052

PAGE

002



ROAD CLASSIFICATION

Medium duty Light duty
Unimproved dirt
State Route

MINDEGO HILL, CALIF.

1961

AMS 15-31 SW-SERIES V835

Mapped, edited, and published by the Geological Survey with cooperation by the California Department of Water Resources Control, USGS, USGS, and USGS.

Topography from aerial photographs by photogrammetric methods and by plane-table surveys, 1953. Aerial photographs taken 1948. Revised from aerial photographs taken 1960. Field check 1961.

Position from 1927 North American datum. 10,000-foot grid based on California coordinate system, zone 3. 1000-foot interval. Transverse Mercator projection. Zone 10, shown in blue. 0052 PAGE 602

Red dotted areas are in which only landmark buildings are shown.

Dashed land lines indicate approximate locations. Land lines are subject to change.

A portion of this map lies within a subsidence area.

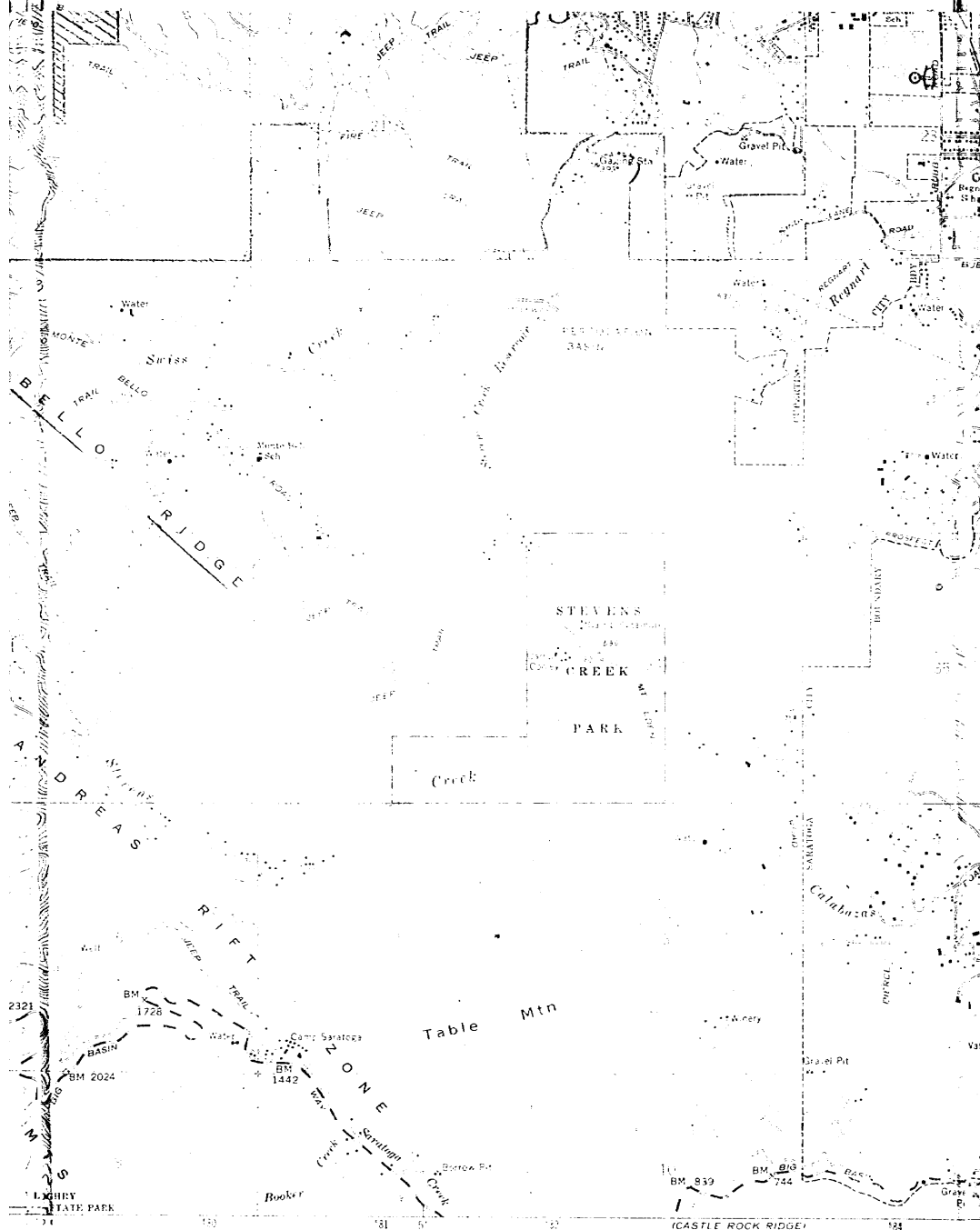
Area covered by dashed light blue pattern is subject to controlled inundation.



C.R. BOOK
0052

PAGE

003



Geological Survey with
ment of Water Resources

Photogrammetric
photographs taken 1944
1950. Elevation 1961

mean calibration
ordinates system, zone 2

2 1:602

idmark buildings and station

location

1:2 W

fence area.

is subject to controlled inundation

BM 839 and 1000 feet, 1000
ELEVATION AT CENTER OF SHEET

CONTOUR INTERVAL 50 FEET
DOTTED LINES REPRESENT 10 FOOT CONTOURS
DATUM IS MEAN SEA LEVEL

0052 PAGE 603

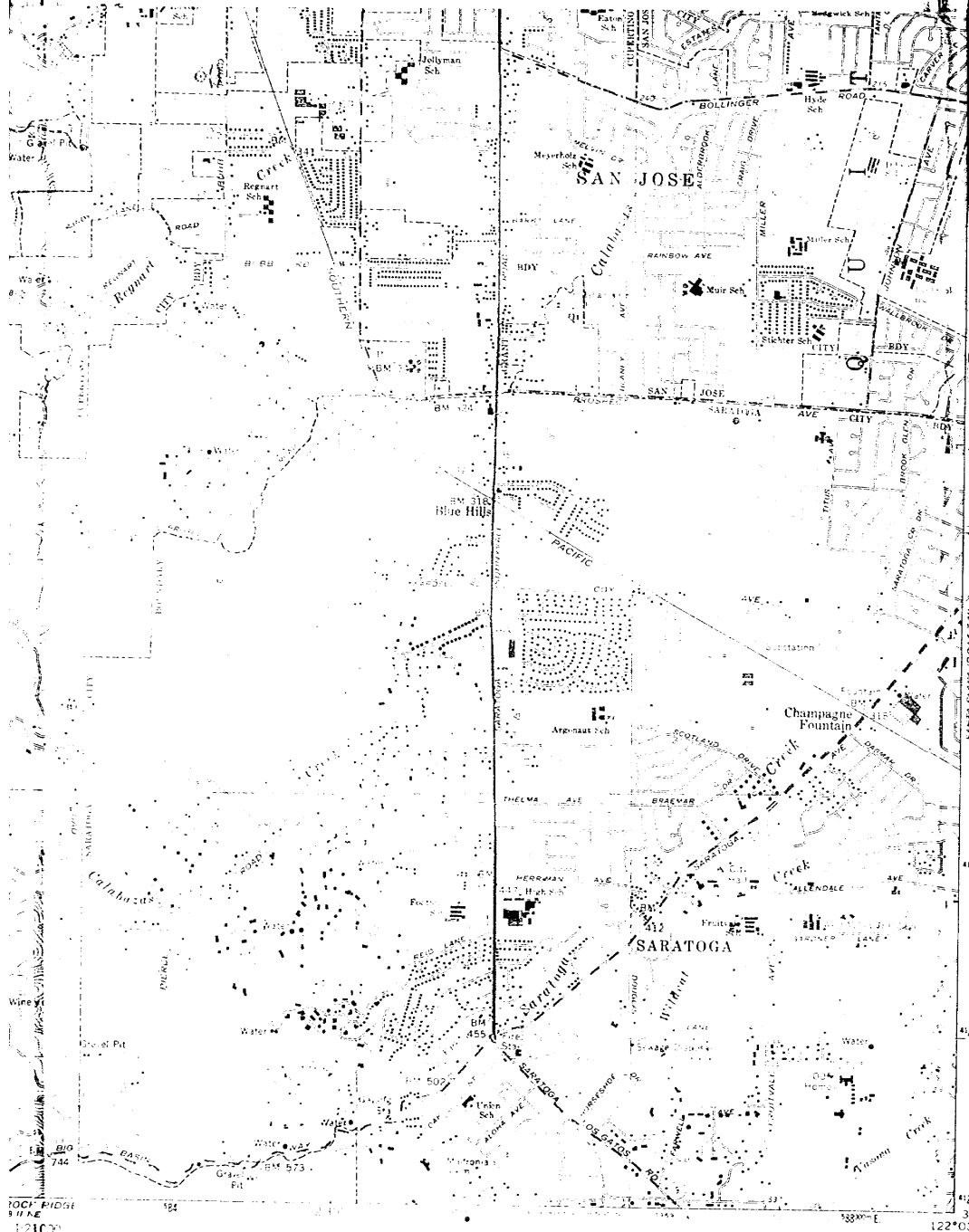
THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U.S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225 OR WASHINGTON, D.C.
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

O.R. BOOK

0052

PAGE

604



VERTICAL 40 FEET
 HORIZONTAL 10 FEET
 (AN SEA LEVEL)

KGC Property
 Non KGC Property

ROAD CLASSIFICATION
 Heavy duty
 Medium duty
 Light duty
 Unimproved dirt
 State Route

QUADRANGLE LOCATION

0052 PAGE 604

CUPERTINO, CALIF.
 SE 4 PALO ALTO 15 QUADRANGLE
 N3715—W12200/75

1961

AMS 1558 I SE-SERIES V085

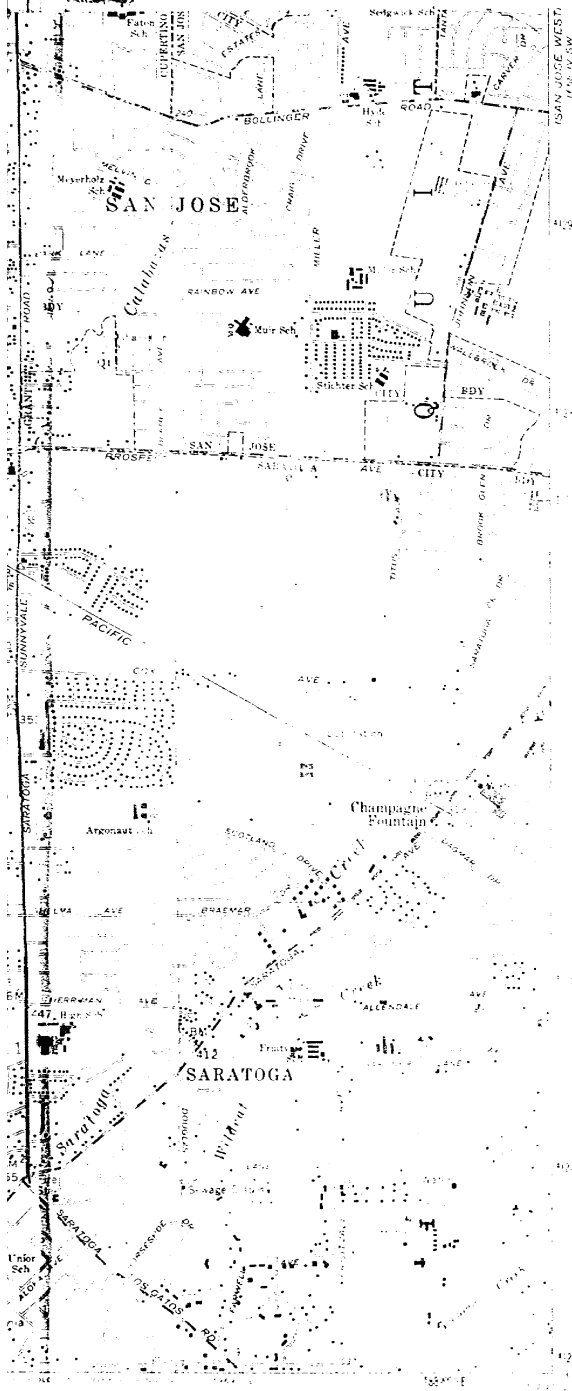
PAGE 303

MAP MADE BY AIRCRAFT STANDARDS
 U.S. GEOLOGICAL SURVEY
 AND SYMBOLS IS AVAILABLE ON REQUEST

O.R. BOOK
0052

PAGE

005



Property
KCCG Property

ROAD CLASSIFICATION

Heavy Duty
Medium Duty
Light Duty
Unimproved

UP
LOCATION

0052 PAGE 601

CUPERTINO, CALIF
4350 ALTA VISTA DRIVE
CUPERTINO, CALIF 95014

1961

AMS 1558 I SE-SERIES V83

0052 PAGE 605

8-18-77

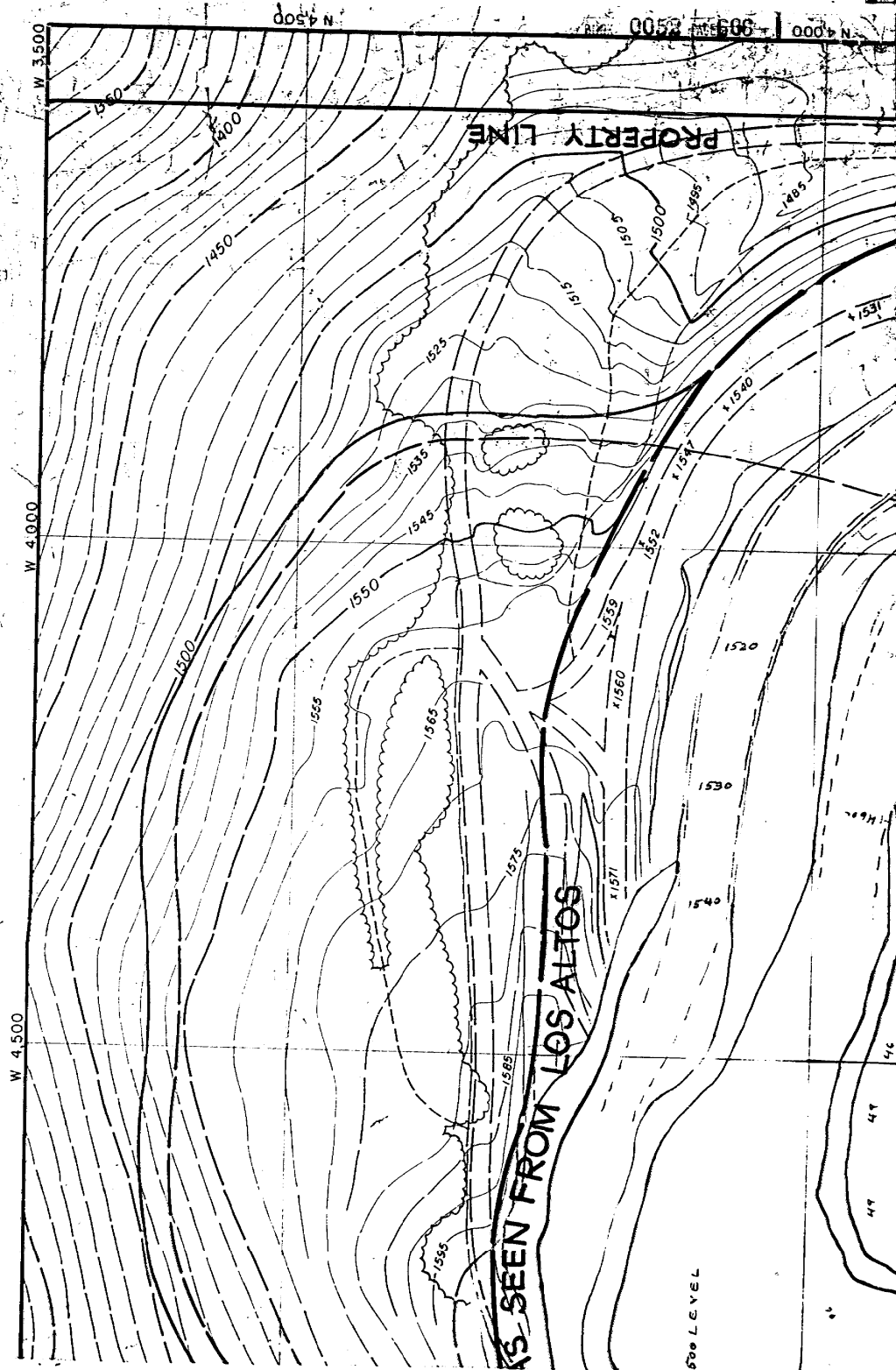
EXHIBIT A

DR BOOK

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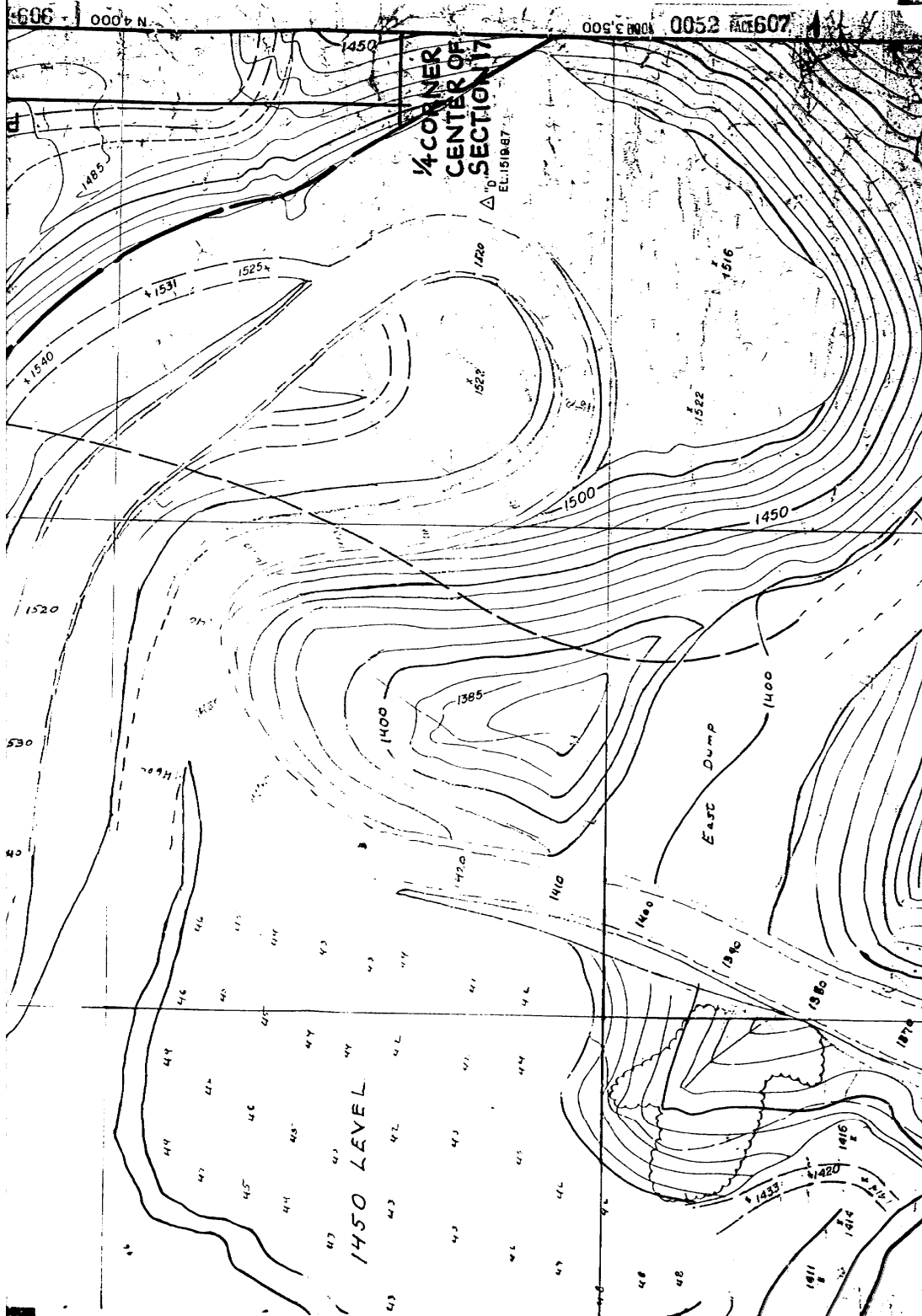
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O.R. BOOK
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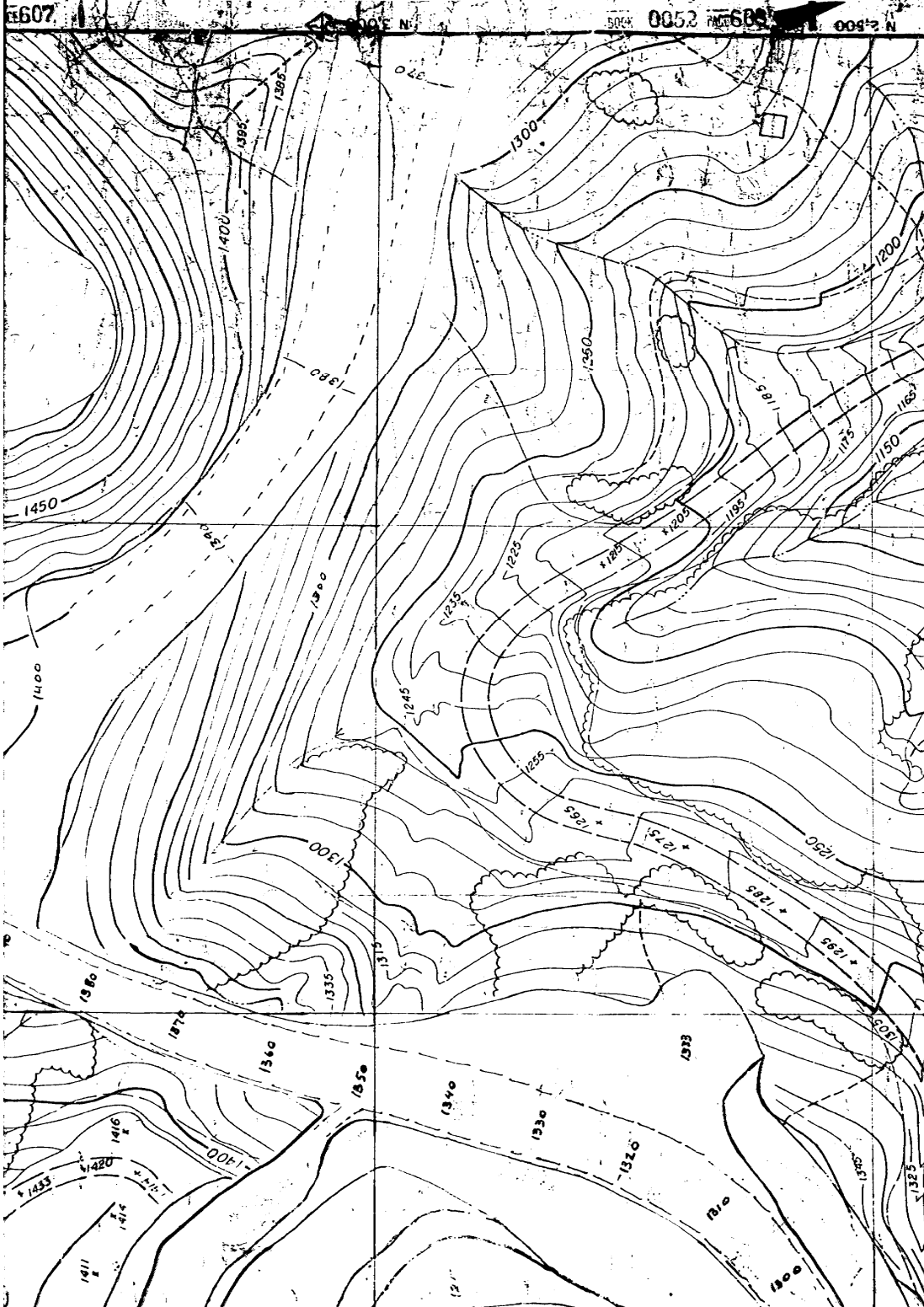
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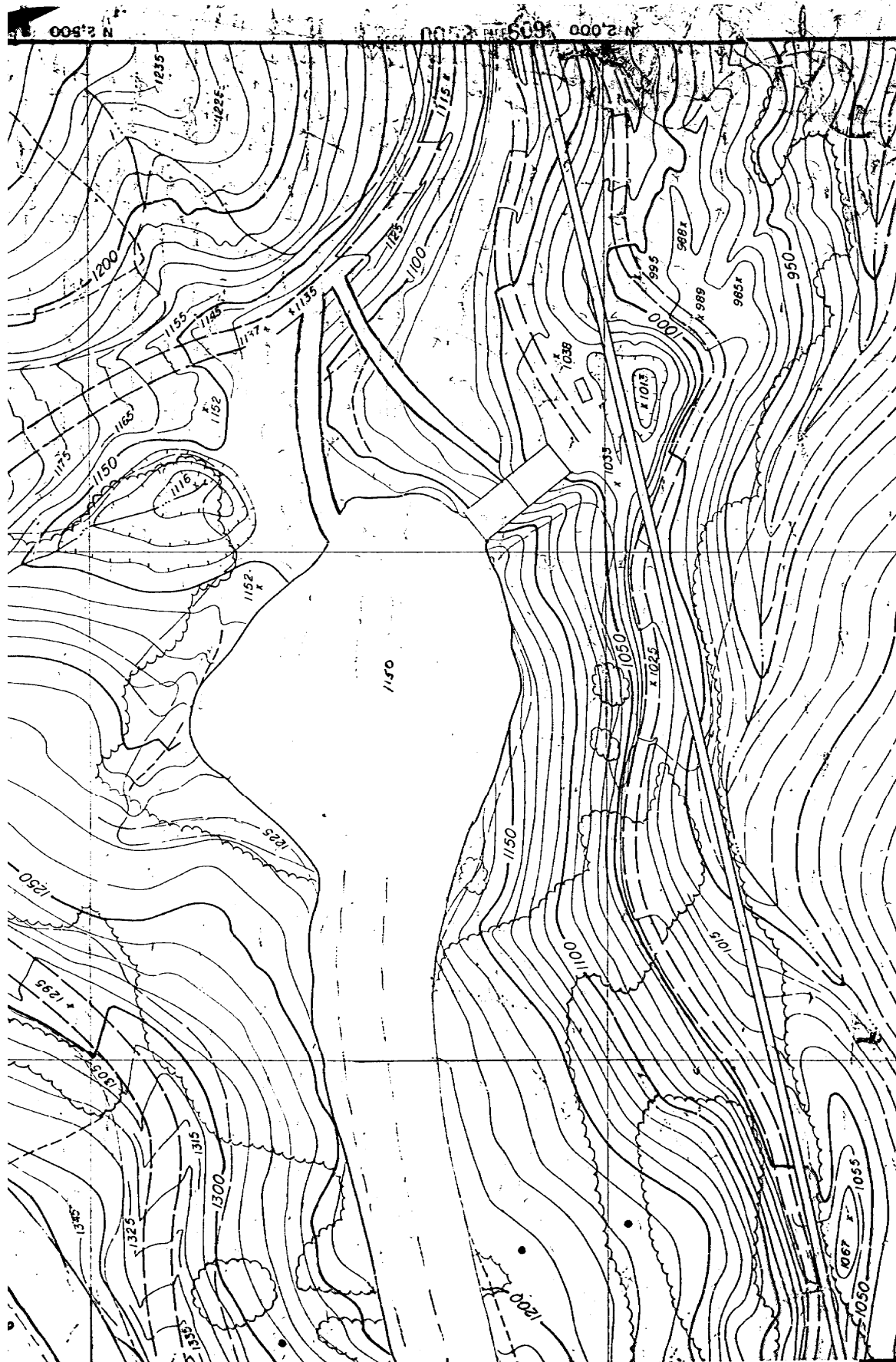
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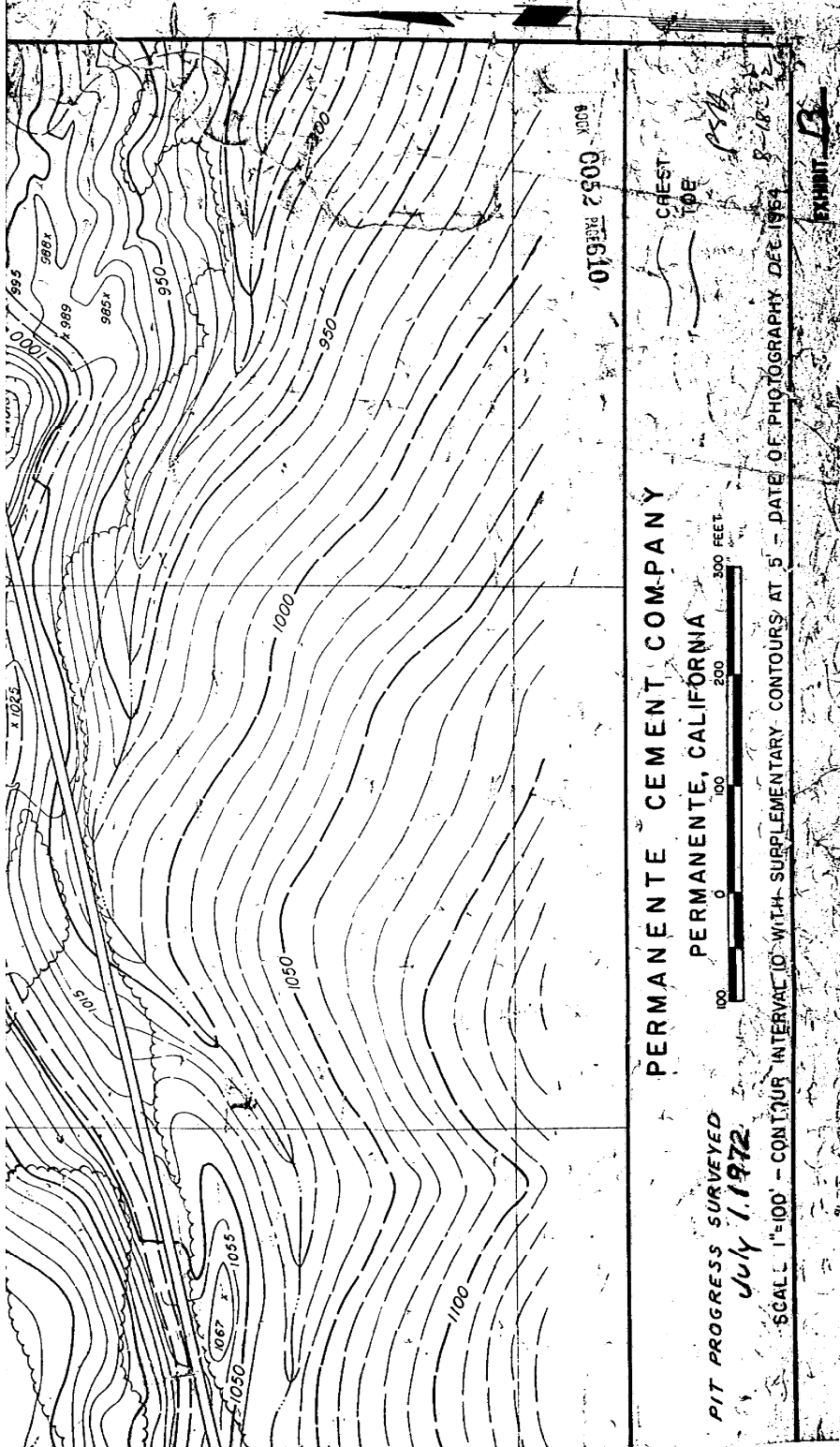
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O.R. BOOK
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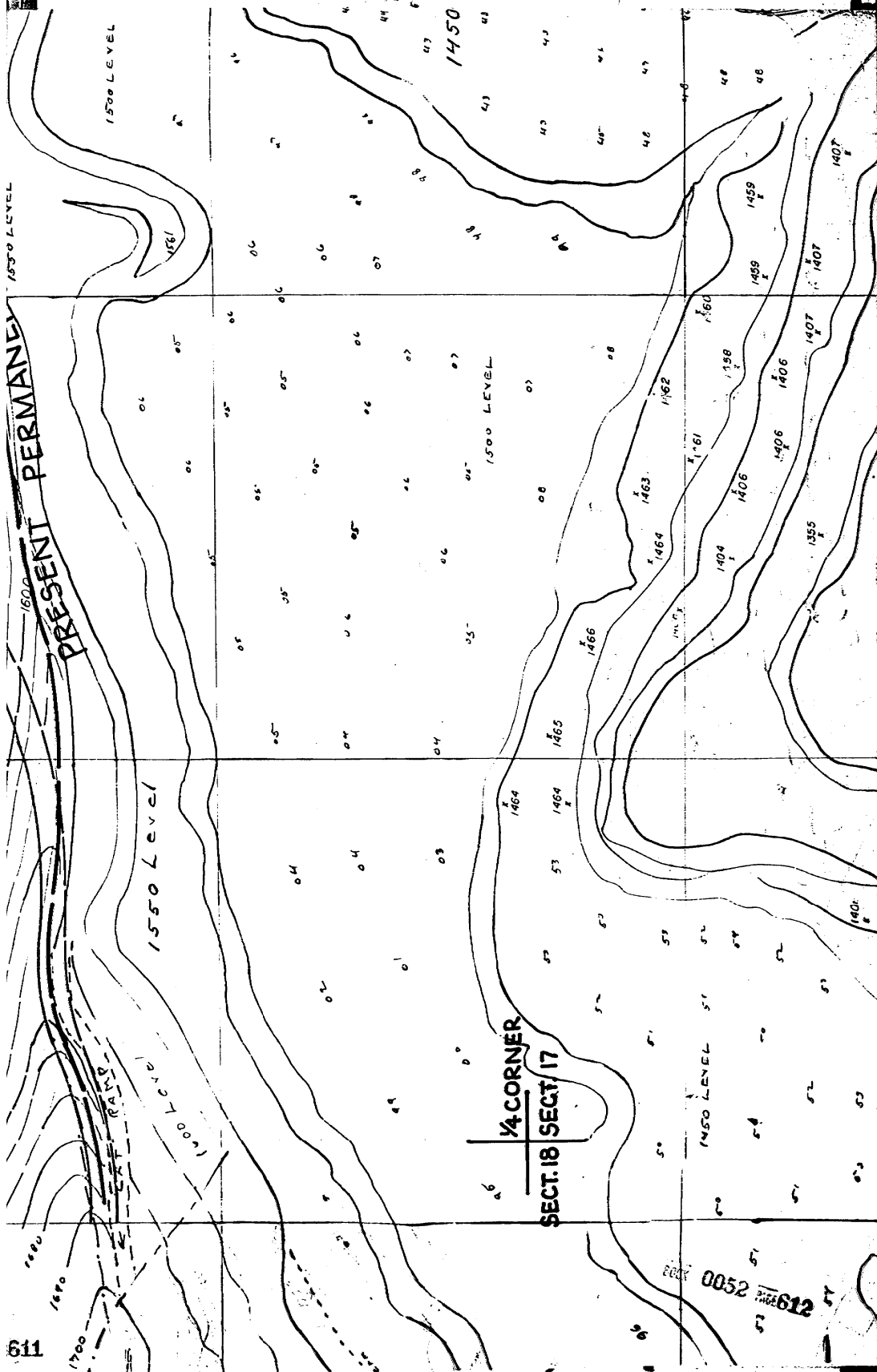
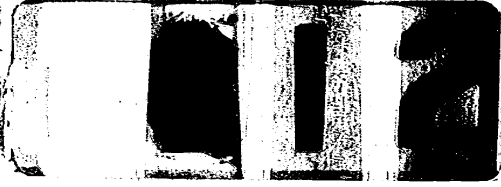
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C.R. BOOK

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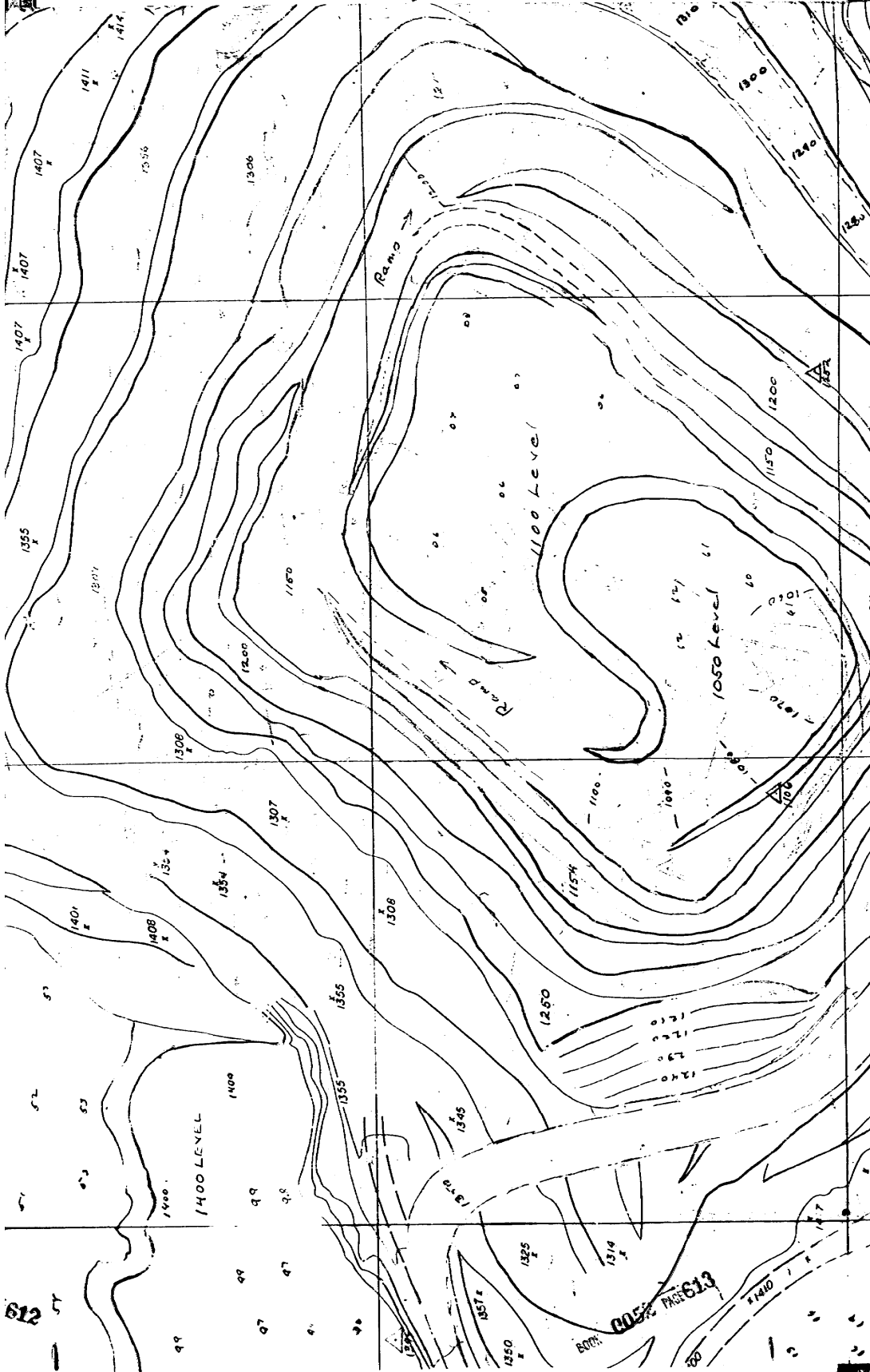
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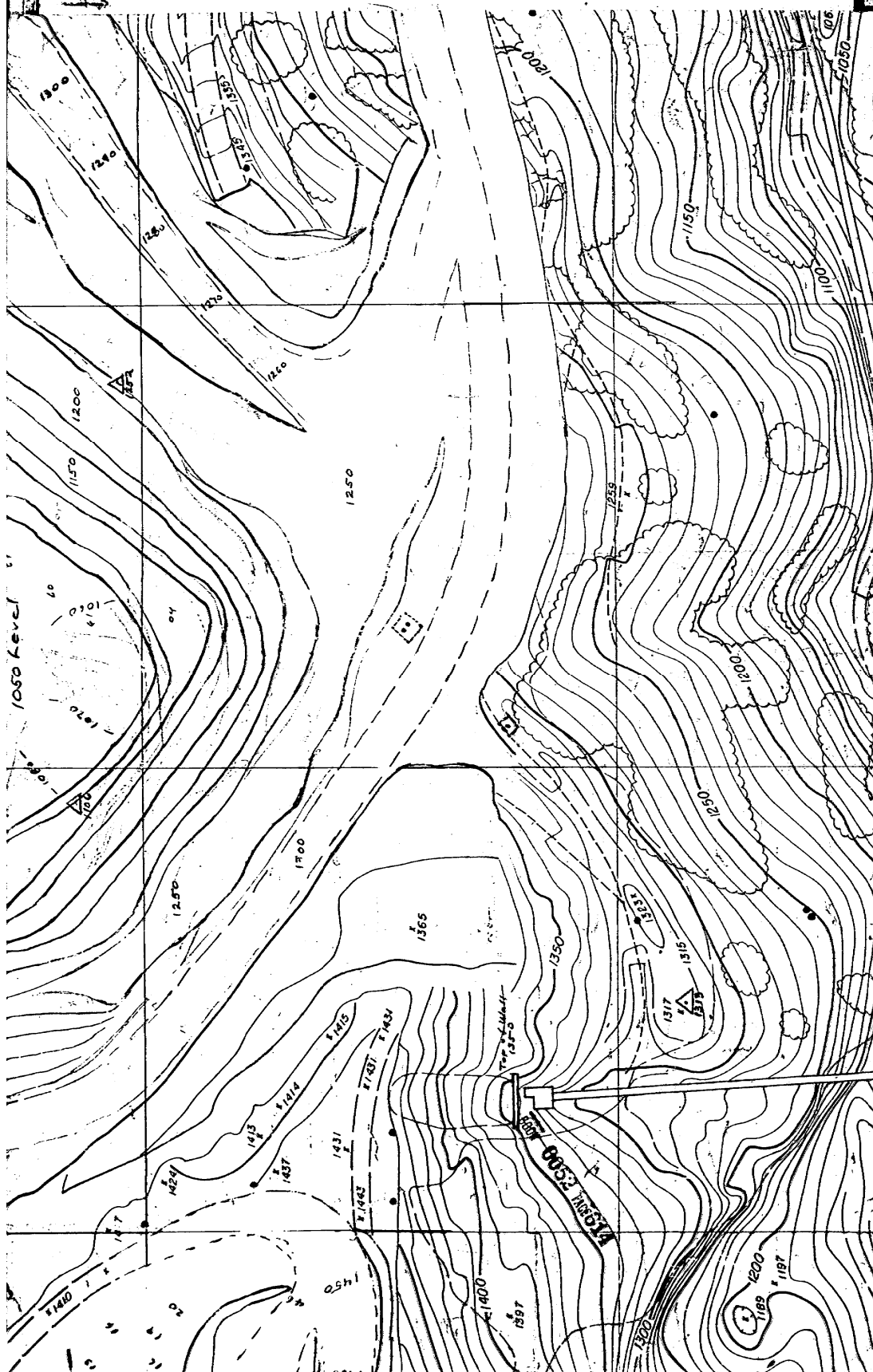
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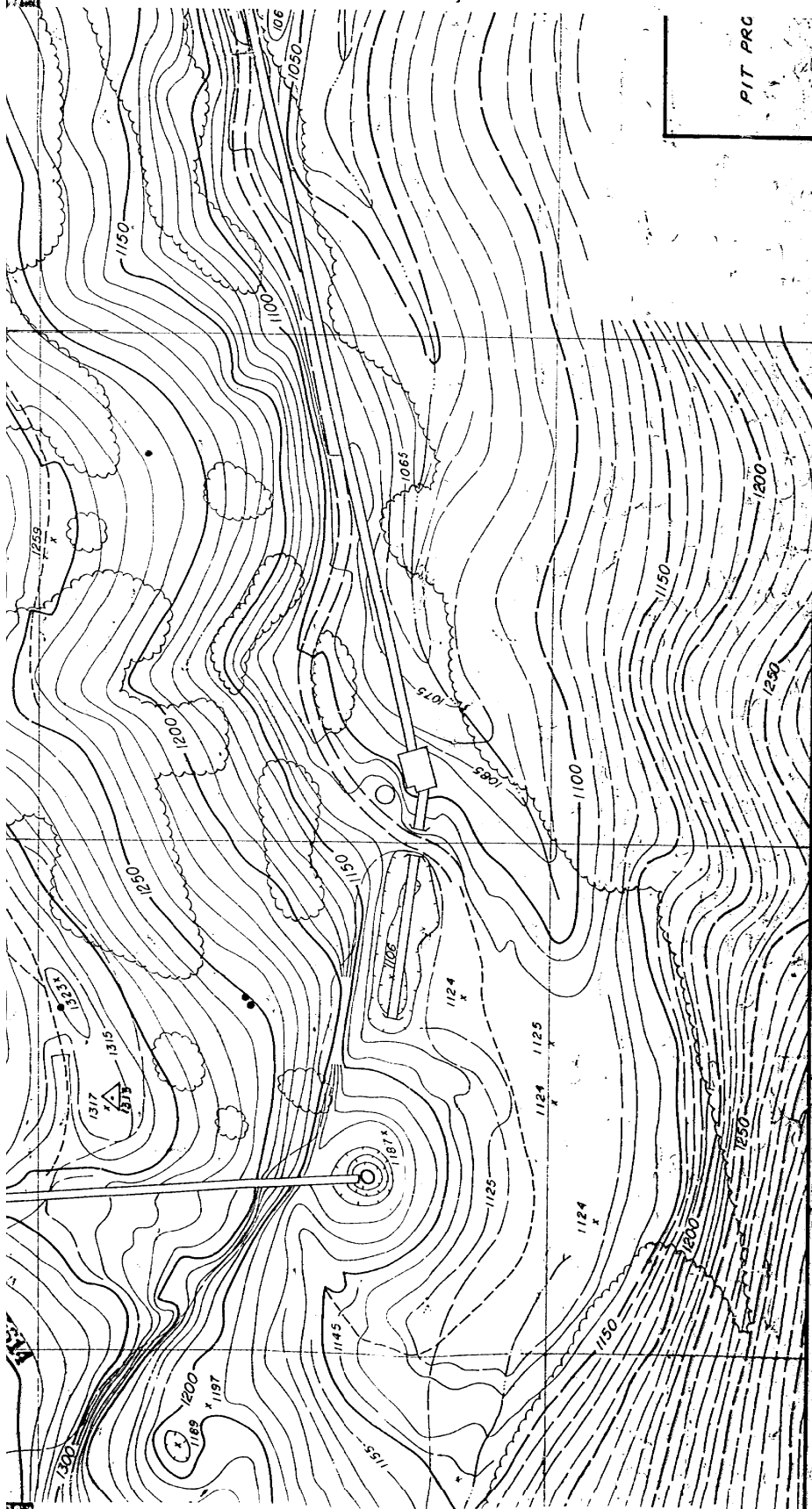
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0052

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PIT PRC



BOOK 0052 PAGE 615

0052

BOOK 0052 PAGE 616

1600' _____

1500' _____

1400' _____

0052

GE

12 PAGE 616

BOOK 0052 PAGE 617

PROPERTY LINE

0052

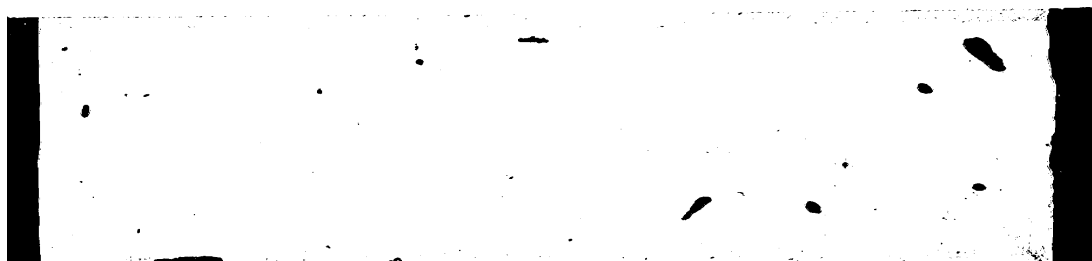
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PAGE 617

BOOK 0052 PAGE 618

4000W

4500W



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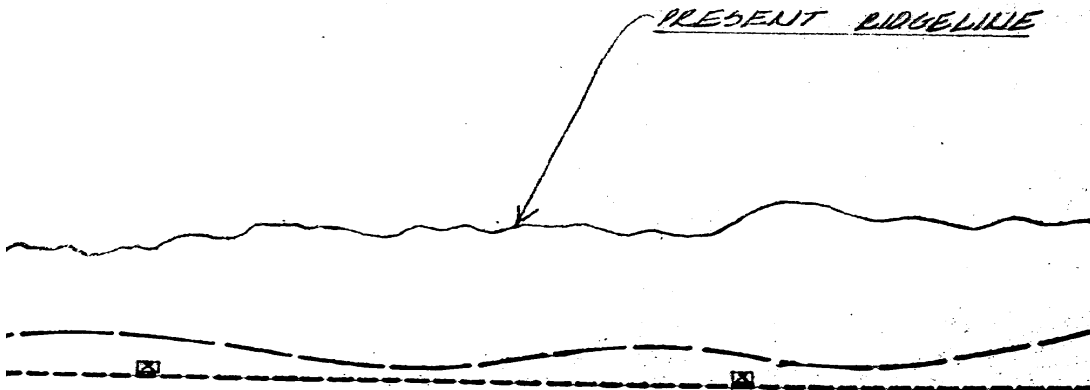
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BOOK 0052 PAGE 619

4500W

5000W

PRESENT RIDGELINE



0052

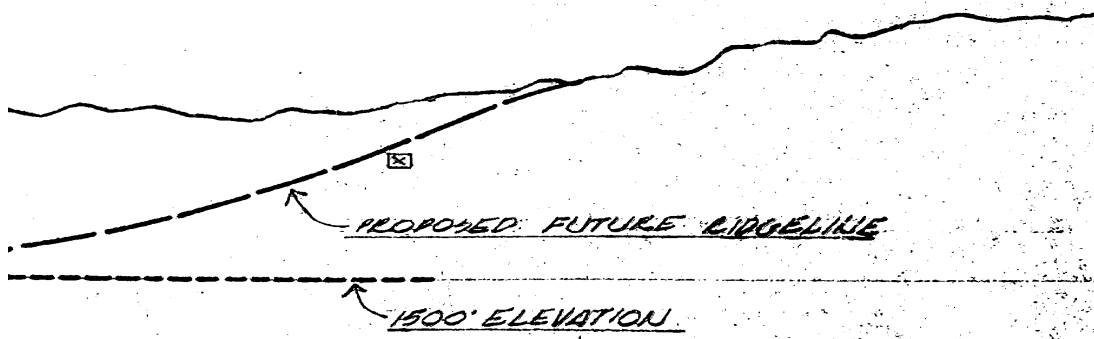
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BOOK 0052 PAGE 620

3500W

17000W

LINE



Q.R. BOOK

0052

PAGE

20

52 PAGE 620

7000'

BOOK 0052 PAGE 621

1800'

1700'

1600'

1500'

ELINE

0052

Exhibit A

1400' _____



0052

LOS ALTOS HILLS

VIEWED FROM THE

☒ ELEVATION MARKERS

SCALE:

0052

bit A

HILLS RIDGELINE SHOWING
FROM THE NORTH, LOOKING SOUTH

MARKERS PLACED IN FIELD TO SHOW 1500' AND
SCALE: 1"=100'

BOOK 0052 PAGE 624

0052

16 PERMANENTE RIDGE

AND 1600' ELEVATION

0052

1500' ELEVATION

RIDGE

0052

1500

BOOK 0052 PAGE 627

BOOK 0052 PAGE 626

PCA

8-18-72

EXHIBIT

C

0052

PAGE

0052 PAGE 28

RESOLUTION OF ACCEPTANCE

WHEREAS, there has been tendered to the County of Santa Clara, State of California, a ridgeline protection easement deed from the Kaiser Cement and Gypsum Corporation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that the interest in real property conveyed by the ridgeline protection easement deed made by Kaiser Cement and Gypsum Corporation, as grantor, to the County of Santa Clara, as grantee, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara, State of California, and the grantee consents to the recordation thereof by its duly authorized officer.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on August 22, 1972 by the following vote:

AYES: Supervisors, MEHRKENS, ~~SANCHEZ~~, QUINN, CALVO, CORTESE

NOES: Supervisors, NONE

ABSENT: Supervisors, Sanchez

Charles R. Quinn
Chairman, Board of Supervisors

ATTEST: DONALD M. RAINS
Clerk, Board of Supervisors

Donald M. Rains

WMS:meb - 8/22/72

8-22-72 *AB*

ATTACHMENT B
Assignment

**ASSIGNMENT AGREEMENT OF ENFORCEMENT RIGHTS
OF RIDGELINE EASEMENT**

This Assignment Agreement of Enforcement Rights of Ridgeline Easement (“Assignment”) is effective as of _____ by and between the County of Santa Clara, a political subdivision of the State of California (“County” or “Assignor”) and Midpeninsula Regional Open Space District, an independent special district formed pursuant to California Public Resources Code §5500 *et seq.* (hereinafter “District” or “Assignee”).

RECITALS

A. Assignor is the grantee of the Ridgeline Protection Easement Deed (Ridgeline Easement) dated August 18, 1972 and recorded October 4, 1972.

B. Assignor and Assignee entered into a Memorandum of Agreement (the “Agreement”) providing for Assignor’s assignment of enforcement rights held pursuant to the Ridgeline Easement subject to certain conditions.

C. Pursuant to the Agreement, Assignee has fulfilled the conditions precedent causing Assignor to assign to Assignee the rights described herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which the Parties acknowledge, Assignor and Assignee agree:

AGREEMENT

1. **Assignment.** Assignor hereby assigns, and transfers to Assignee all of Assignor’s right to enforce the provisions of the Ridgeline Easement as described herein. The right to enforce is particular to the violation specifically described in Exhibit 1 attached hereto (“Violation”).
2. **Term and Termination.** Upon conclusion of any enforcement action taken by Assignee to address the Violation, Assignee’s rights shall terminate. Assignee shall fully execute and record a quitclaim deed at the conclusion of any enforcement action. Conclusion shall mean: 1) the completion of any enforcement proceeding commenced by Assignee using enforcement rights assigned by County; or 2) a determination by Assignee not to proceed with enforcement action that occurs after the assignment.
 - 2.1 Quitclaim of this Assignment shall be in substantially the same form as Exhibit 2 attached hereto.

- 2.2 Notwithstanding the provisions of this Section, any right assigned to Assignee shall automatically revert to County in either of the following circumstances: 1) if Assignee does not take steps to enforce a violation for more than 1 year from the recordation of the Assignment; or 2) upon completion of any legal action commenced by Assignee after it has obtained compliance under any court order related to such enforcement action.
3. Governing Law; Venue. This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree that any controversy arising under or in relation to this Assignment shall be litigated exclusively in the state or federal courts with jurisdiction in Santa Clara County, California. Each Party irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation, and waives any other venue to which such party might be entitled.
4. Further Assurances. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments or documents that are necessary, expedient, or proper to complete any conveyances, transfers, sales, and assignments contemplated by this Assignment. In addition, each party shall do any other acts and execute, acknowledge, and deliver any requested documents in order to carry out the intent and purpose of this Assignment.
5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original. This Assignment shall only be effective if a counterpart is signed by both Assignor and Assignee.
6. Indemnity. The Parties shall indemnify, defend, and hold harmless the other Party, its officers, board members, employees and agents, from any claim, expense or cost, injury or damage, or liability occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, in connection with or arising from the execution of this Assignment. Notwithstanding the foregoing, County shall indemnify, defend, and hold harmless the District, its officers, board members, agents and employees from any claim, expense or cost, liability, loss, injury or damage arising out of, or in connection with any challenge to the validity of the Ridgeline Easement.
7. Memorandum of Agreement. This Assignment is executed and delivered in connection with the Agreement. Notwithstanding anything herein to the contrary, nothing herein shall in any way alter or waive the promises, agreements, and covenants set forth in the

Agreement, and in the event of a conflict between the terms of this Assignment and the Agreement, the Agreement shall control.

8. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto permitted under the Agreement.
9. Miscellaneous. If any term or provision of this Assignment shall be held invalid or unenforceable, the remainder of this Assignment shall not be affected. This Assignment may not be amended or altered except by a written instrument executed by Assignor and Assignee.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the dates set forth below.

ASSIGNOR:

THE COUNTY OF SANTA CLARA

By: _____
Name: _____
Title: _____

Date: _____

ASSIGNEE:

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

By: _____
Name: _____
Its: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
Name: _____
Title: _____

Exhibit 1: Description of Easement Violation
Exhibit 2: Form of Quitclaim

EXHIBIT 1

Description of Easement Violation

EXHIBIT 2

QUITCLAIM DEED

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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 _____

ASSESSOR'S PARCEL NUMBERS:

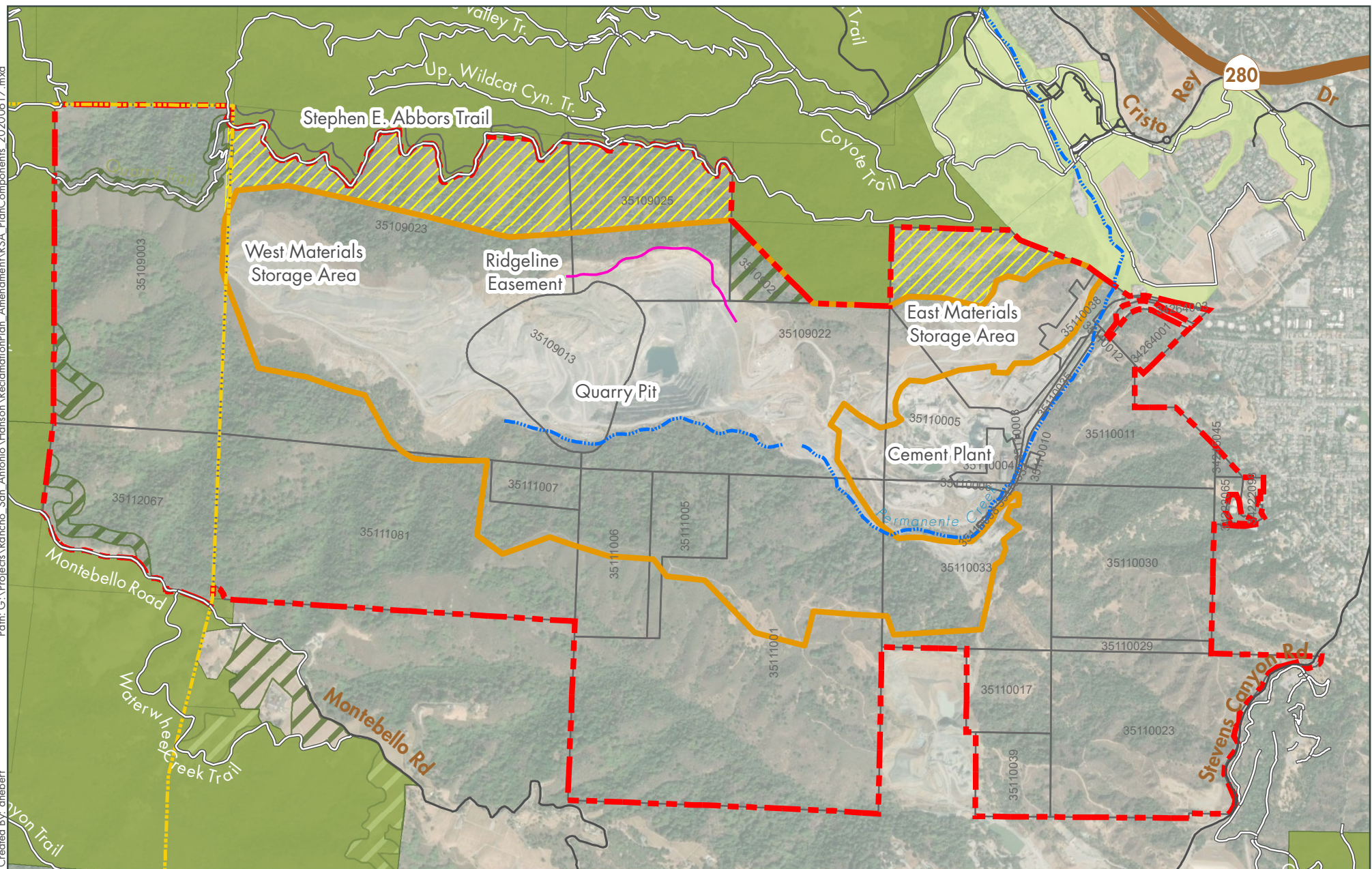
QUITCLAIM DEED

For valuable consideration, receipt of which is hereby acknowledged, MIDPENINSULA REGIONAL OPEN SPACE DISTRICT (**Grantor**) does hereby quitclaim, release, transfer, and convey to SANTA CLARA COUNTY (**Grantee**) all of Grantor's right and interest in the Assignment to enforce the Ridgeline Easement, attached as Exhibit A and incorporated herein by this reference.






General Manager, Midpeninsula Regional Open Space District

Date

ACKNOWLEDGMENT



Attachment 2: Ridgeline Easement and District Land Rights

-  Approximate Ridgeline Easement Location (est. 1972)
  MROSD Easement Over Private Land
-  Reclamation Boundary
  MROSD Rights of First Refusal
-  Creek

Midpeninsula Regional
Open Space District
(Midpen)
6/7/2021



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



Midpeninsula Regional
OpenSpace

Midpeninsula Regional Open Space District

GENERAL MANAGER
Ana M. Ruiz

BOARD OF DIRECTORS
Pete Siemens
Yoriko Kishimoto
Jed Cyr
Curt Riffle
Karen Holman
Larry Hassett
Zoe Kersteen-Tucker

March 23, 2021

Lehigh Southwest Cement Company
Attn: Erika Guerra, Environmental and Land Management Director
24001 Stevens Creek Blvd.
Cupertino, CA, 95014

Dear Ms. Guerra,

Thank you for providing tours to the Midpeninsula Regional Open Space District (Midpen) Board of Directors (Board) on the Lehigh Quarry (Quarry) property. We appreciated Lehigh's proactive outreach to discuss the proposed 2019 Reclamation Plan amendment. As you know, the Quarry is adjacent to our most popular preserve, Rancho San Antonio Open Space Preserve (Rancho Preserve) and Rancho San Antonio County Park (Rancho County Park) (collectively Rancho). Rancho County Park is managed by Midpen through a management agreement with Santa Clara County. Rancho receives nearly 800,000 visitors annually, a number that is likely over 1 Million since COVID-19. Along with being the most visited site, Rancho Preserve is also home to our Foothills Field Office, where approximately 30 employees report to work.

We expect a long future as neighbors and provide the following comments to uphold the public's interest and Midpen's mission to protect scenic and open space values in perpetuity. Midpen's mission is "to acquire and preserve a regional greenbelt of open space land in perpetuity, protect and restore the natural environment, and provide opportunities for ecologically sensitive public enjoyment and education." In June, Midpen's Board of Directors formed the Lehigh Quarry Review Ad Hoc committee to focus on the 2019 Reclamation Plan Amendment Application. We have identified a number of critical issues and concerns that we wish to share with you now so that Lehigh has the opportunity to respond and to modify the proposed 2019 Reclamation Plan as the environmental review process gets underway.

The proposed modification of the Ridgeline Easement and the ridgeline in general are concerning for several reasons. The scenic, aesthetic, and ecological impacts of the proposed project are significant and irreversible. County residents, the Board of Supervisors, and Kaiser sought to protect those values of the ridgeline when the easement was conveyed to the County in 1972. That easement was a promise to the public that the ridgeline would forever be protected and held intact, limiting the expansion of the Quarry in the highest reaches of the ridgeline and minimizing visual impacts as seen from surrounding communities. Since then, landslides caused by mining that was conducted under previous ownership have literally removed sections of the ridgeline that were supposed to be protected by the easement. The focus should be on protecting and restoring the ridgeline, rather than degrading it. The District strongly urges Lehigh to identify an alternative that does not further compromise the existing ridgeline, to strengthen the easement to protect the entire ridgeline, and to include enforcement mechanisms to ensure that the easement is not violated in the future. Midpen worked with Lehigh in the recent past to rectify the undermining and loss of a portion of Rancho Preserve, due to over steepened slopes

created by mining, through a land exchange and a modern easement that protects lands that are now under Lehigh ownership. Midpen supports a similar strengthening of the existing easement held by the County.

In addition, the two parcels owned by Lehigh within the jurisdiction of the City of Palo Alto are crucial to protecting habitat surrounding the Quarry operations. The West Materials Storage Area now extends right to the boundary of those parcels and has buried natural habitat under waste rock. Midpen and Lehigh have a history of working on public access in these parcels. Lehigh has granted a trail easement to Midpen for public access for the existing Quarry Trail and on another parcel for a future planned extension of the Black Mountain Trail. Now is the time to protect these parcels. Midpen requests that Lehigh, as part of its application process, grant through easement or ownership an assurance to the public that these lands will be protected in perpetuity.

The West Materials Storage Area (WMSA) continues to be a large environmental issue for Midpen and the surrounding communities. The aesthetic impacts from the materials are significant, as viewed from many Rancho trails and from the District's Fremont Older Open Space Preserve. The 2012 Reclamation Plan committed to the removal of the WMSA and Midpen wishes to hold Lehigh accountable to that commitment. The District's preferred alternative is for the material in the WMSA to be returned to the quarry pit, as approved in the 2012 Reclamation Plan. The District opposes importing fill from outside the Quarry.

The proposed revegetation plan is not adequate to leave the property in an ecologically functional condition that will support biodiversity and climate resiliency in the lands surrounding Rancho. The District desires to see a focus on habitat connectivity in the revegetation plan. We are developing a conceptual plan as a guide and will submit this shortly in hopes of encouraging Lehigh to be more proactive and thorough on this issue.

Fugitive dust is a chronic issue in the area and is likely worsened by the proposed 2019 Reclamation Plan. Quarry dust coats District vehicles and everything in Rancho with a scale only removable with a vinegar solution. The District has received complaints from visitors who are only parked for several hours in Rancho that their car was coated in this dust, requiring a car wash. The expansion of mining, as well as the truck traffic from the import of fill, represent a new and significant dust source, on top of the already ongoing sources of dust emissions. Lowering the ridgeline will only increase dust in Rancho. We understand the Bay Area Air Quality Management District has issued a permit regulating the dust emissions for the property. Adherence to the terms of the permit is important to Midpen. As a good neighbor, Midpen requests that Lehigh go beyond permit conditions and work to control dust entering Rancho. We would appreciate a more detailed discussion with Lehigh on this topic.

The protection of Permanente creek and its habitats is very important to Midpen's mission protecting the natural environment. This creek and many environmental issues extend beyond the Quarry boundary and affect surrounding habitats in Rancho and downstream. Natural waterways like this provide invaluable ecosystem benefits and connect our visitors with the natural environment. The full realization and completion of the Permanente Creek Restoration project that Lehigh has already committed to (but has not yet implemented) is of the utmost importance because it will provide important benefits to the impacted watershed. We recognize the work Lehigh has done to treat selenium containing waters and to manage the discharge with the Regional Water Quality Control Board. The potential for selenium discharge is an issue that may outlast the mining operations on the property. Continued vigilance by Lehigh and the Water

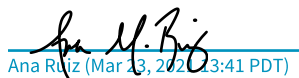
Board to monitor and manage water quality is critical to a healthy ecosystem and safe drinking water.

Midpen is also interested in public access to Rancho off of Stevens Creek Boulevard. Midpen requests that Lehigh work with Union Pacific to grant a trail easement either via Lehigh's existing easement or on a new right of way to either the county or Midpen to provide public access to Rancho from Stevens Creek Boulevard. This potential trail connection is highlighted in the *Joint Cities Coordinated Stevens Creek Trail Feasibility Study*.¹

Midpen acknowledges that Lehigh conducts important activities that support our local economy and avoids the impacts of importing cement. Minimizing the significant local environmental effects of mining while expanding the scope of activities on Lehigh's property is a challenge and we hope that Lehigh will work with us to ensure that its activities are done responsibly. Midpen's mission requires a vision into 'perpetuity' for recreation and ecosystem resilience in the Permanente Creek area. We appreciate Lehigh's consideration of these issues.

One of the commitments Lehigh and Midpen made to each other was to for Midpen to host Lehigh at a Midpen Board meeting for an annual presentation. The last annual update was in November 2018. The Board would welcome Lehigh making a presentation to the Board on current operations and the proposed reclamation plan amendments in the next few months.

Sincerely,



Ana Ruiz (Mar 13, 2020 3:41 PDT)

Ana Ruiz
General Manager

cc:

Kristina Loquist, Office of Supervisor S. Joseph Simitian, County of Santa Clara
Rob Eastwood, Planning Manager, AICP, County of Santa Clara
Robert Salisbury, Senior Planner, County of Santa Clara
Elizabeth Pianca, Lead Deputy County Counsel, County of Santa Clara
Kirsten Struve, Valley Water, Sr. Water Resources Specialist
Lisa McCann, San Francisco Regional Water Quality Control Board
Lindsay Whalin, Engineering Geologist, San Francisco Regional Water Quality Control Board
Jim Baker, County Geologist, County of Santa Clara
Roger Lee, Acting Public Works Director, City of Cupertino
John Marvin, Air Quality Program Manager, Bay Area Air Quality Management District
Ed Shikada, City Manager, City of Palo Alto
Brad Kilger, Interim City Manager, City of Los Altos
Alice Kaufman, Legislative Advocacy Director, Green Foothills
Shani Kleinhaus, Environmental Advocate, Santa Clara Valley Audubon Society
James Eggers, Chapter Director, Sierra Club Loma Prieta Chapter
Midpeninsula Regional Open Space District Board of Directors

¹ Currently available at: <https://sunnyvale.ca.gov/business/projects/stevens.htm>