

Funding and Acquisition Agreement – Attachment 1

[Grant Deed of Conservation Easement (attached)]

RECORDING WITHOUT FEE
UNDER SECTION 6103
CALIFORNIA GOVERNMENT CODE

When Recorded Return to:

County of Santa Clara
Parks and Recreation Dept.
Attn: Real Estate Div.
298 Garden Hill Drive
Los Gatos, CA 95032

And to:

Midpeninsula Regional
Open Space District
330 Distel Circle
Los Altos, CA 94022

GRANT DEED OF CONSERVATION EASEMENT

WHEREAS, City of Saratoga, hereinafter called "Grantor", is the owner of certain real property located within the County of Santa Clara, State of California, and consisting of approximately sixty-four (64) acres in two parcels. The legal description of the real property is attached hereto as Exhibit A and incorporated by this reference (hereafter "Property").

WHEREAS, THE COUNTY OF SANTA CLARA, hereinafter called "County", is a political subdivision of the State of California, with a Parks and Recreation Department with a mission to "provide, protect and preserve regional parklands for the enjoyment, education and inspiration of this and future generations"; and

WHEREAS, MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a Public District, hereinafter called "District" (with County, collectively "Grantees"), was formed by voter initiative to solicit, receive, and hold conveyances of real property and interests therein by purchase, exchange, gift, or bargain purchase for public park, recreation, scenic, and open space purposes; and

WHEREAS, Grantor desires to deed to Grantees and Grantees desire to obtain a conservation easement over the Property to preserve and protect in perpetuity the natural, scenic and recreational values of the Property, subject to the restrictions contained herein.

WHEREAS, Grantor and Grantees further desire to support development of the "Saratoga to the Sea" Trail that would connect Saratoga from the Hakone Gardens to Sanborn County Park and then to the Skyline-to-the-Sea Trail as contemplated by the Circulation Element and the Open Space and Conservation Element Implementation Program OSC 5.a of the Saratoga General Plan by protecting the Property which is a linchpin for the Saratoga to the Sea trail and for providing

regional park connections through the Tollgate area to the Parker Ranch Open Space and the Fremont Older Open Space Preserve.

WHEREAS, Grantor and Grantees have entered into a Funding Agreement dated _____ whereby Grantor has contributed funds for Grantees' acquisition of the Property as consideration for this Easement.

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of California and in particular, inter alia, Sections 815 through 816 of the California Civil Code, Grantor hereby grants to Grantees a Conservation Easement in perpetuity over the Property, subject to the following terms and conditions:

1. Purpose. The purpose of this Easement is to assure that the Property will be retained in perpetuity in its natural scenic and open space condition, to prevent any use of the Property that will significantly impair or interfere with its open space values, to promote public access for hiking and other recreation, and implement restoration and erosion control measures on the Property. Accordingly, this Easement restricts the use of the Property to activities involving recreation (hiking, picnicking, nature research and study), enjoyment of views, open space, natural habitat and environmental protection, restoration and related uses which are consistent with this Easement.
2. Management Plan. To accomplish the purposes of this Easement, Grantor shall, within five (5) years of the date of this Agreement, develop a Final Management Plan (FMP) for the Property. The development and implementation of the FMP will be subject to County and District review and input and all necessary regulatory approvals. The FMP shall include, but not be limited to, the following:
 - 2.1 Provisions that promote the protection of public resources;
 - 2.2 Provisions for the implementation of an erosion control program;
 - 2.3 Provisions that promote public access for recreation;
 - 2.4 Provisions for the development of the Saratoga-to-the-Sea Trail described in section 3.
 - 2.5 A program for obtaining any regulatory approvals necessary to allow implementation of the FMP.
3. Trail Easement and Development. The FMP shall provide for the development and maintenance of a "Saratoga to the Sea" trail ("Trail") through the Property as contemplated by the City of Saratoga General Plan Open Space and Conservation Element and Circulation and Scenic Highways Element, subject to all necessary regulatory approvals.
 - 3.1 The Trail alignment shall be planned in consultation with Grantees and shall be from Hakone Gardens through Property to a point on the western boundary of the

Property that will allow for a reasonable alignment for a trail continuing to Sanborn County Park.

- 3.2 The Trail will be developed by the City, no later than five (5) years after the City obtains the rights for a trail connecting the Property with Hakone Gardens and shall be operated and maintained by the City thereafter.

4. Rights of Grantees. To accomplish the purposes of this Easement, Grantor conveys to Grantees the right:

- 4.1 To preserve and protect the open space values of the Property.
- 4.2 To enter upon the Property at reasonable times, in order to monitor Grantor's compliance with the terms of this Easement and to enforce such terms; provided that such entry shall be upon reasonable prior notice to Grantor or its successors in interest of the Property.
- 4.3 To enter upon the Property at any time in order to monitor potential violation of compliance with the terms of this Easement and to enforce such terms.
- 4.4 Pursuant to Section 7 hereof ("Disputes and Remedies"), to prevent any activity on or use of the Property which is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
- 4.5 To prepare baseline data. In order to establish the condition of the Property, Grantees may examine the Easement Property and prepare a report (the "Baseline Documentation Report") containing an inventory of the Easement Property's relevant features and conditions, its improvements and its natural resources (the "Baseline Data"). A copy of the Baseline Documentation Report shall be provided to Grantor, and another shall be placed and remain on file with Grantees. The Baseline Documentation Report shall be signed by the Grantor and Grantees to acknowledge that it accurately represents the condition of the Easement Property at the time it is prepared. The parties intend that the Baseline Data shall be used by Grantees to monitor Grantor's future uses of the Easement Property, condition thereof, and practices thereon. The parties further agree that, in the event of a controversy arises with respect to the condition of the Easement Property or a particular resource thereof, the parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy.

5. Prohibited Uses. Any activity on or use of the Property which is inconsistent with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- 5.1 Subdivision. The legal or defacto subdivision of the Property for any purposes. (Lot line adjustments in excess of one hundred square feet are subject to the prior written approval of Grantees.) Any land transferred by lot line adjustment shall

remain subject to the terms of this Easement, and shall not carry with it any rights to development density. The term subdivision shall include, but not be limited to, the creation of a life or future estate in a portion of the Property, the conveyance of a portion of the Property, or any subdivision as defined by the Subdivision Map Act, California Government Code Section 66000 *et seq.*

- 5.2 Transfer Density Rights. Development rights within the Easement area may not be transferred or otherwise used within or outside of the Easement area.
- 5.3 Commercial or Industrial Use. Any commercial or industrial development, use of, or activity on the Property, including commercial agriculture.
- 5.4 Building. The placement or construction of any buildings, structures or other improvements of any kind on the Property (including without limitation, fences, roads, signs and parking lots) except as part of the Final Management Plan or as otherwise described as a permitted use in section 6.
- 5.5 Soil Erosion or Degradation. Any use or activity which causes, or is likely to cause, significant soil degradation or erosion or significant pollution of any surface or subsurface waters is prohibited, except where Grantor determines it reasonably necessary for the construction of trails.
- 5.6 Tree Cutting. The cutting down, or other removal of live trees, except when required for safety or fire protection and subject to the prior written approval of Grantees, which approval shall not be unreasonably withheld.
- 5.7 Dumping. The dumping or other disposal of wastes, refuse, or debris on the Property.
- 5.8 New Utilities. The installation of new utility systems or extensions of existing utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities except as part of the Final Management Plan or otherwise described as a permitted use in section 6, provided, however that such new utility systems or extensions must be installed underground.
- 5.9 Mineral Rights. The exploration for, or development and extraction of, minerals and hydrocarbons by any mining method.
- 5.10 Grazing. The grazing of livestock except as part of a resource management plan implemented in accordance with the Final Management Plan.
- 5.11 Off Road Vehicles. Use of off-road or all-terrain vehicles or motorcycles.
- 5.12 Hunting or Shooting. Hunting or trapping of wildlife, or the shooting of guns.
- 5.13 Noise Limits. Activities (such as concerts) which produce noise levels in excess of 65 decibels as measured on trails surrounding the Property. Agricultural and

landscaping equipment such as tractors, chainsaws, and leaf blowers are specifically excluded from this provision.

- 5.14 Junk Yards. Storage or disassembly of inoperable automobiles and trucks for purposes of sale or rental of space for that purpose.
 - 5.15 Excavation. Alteration of land forms by grading or excavation of topsoil, earth, or rock is prohibited, except where Grantor determines it reasonably necessary for trails or other public access in accordance with the Final Management Plan.
 - 5.16 Scenic and Natural Character. Activities such as clearing, stripping of native vegetation, grading, or storage of materials that would clearly degrade the scenic and natural character of the Property, except where Grantor determines it reasonably necessary for trails or other public access in accordance with the Final Management Plan.
 - 5.17 Archeological Resources. The excavation, removal, destruction, or sale of any archeological artifacts or remains found on the property, except as part of an archeological investigation approved by Grantor. All excavation plans shall be reviewed by an archeologist prior to the start of, and during, the excavation.
 - 5.18 No limitation of Grantor's rights to construct and maintain trails and public amenities. Nothing contained in this section shall be interpreted to limit Grantor's right to construct and maintain trails and reasonable public amenities as described herein or in the Final Management Plan.
 - 5.19 Conveyance of Rights to Prohibited Uses. The rights to any use prohibited by this Easement may not be conveyed in any manner to any person or other legal entity.
6. Permitted Uses. The Grantor may use the property for any purpose not prohibited by Section 5 and which is consistent with the purpose of this Easement. The following uses and practices, though not an exhaustive recital of consistent uses, are consistent with the purpose and intent of this Easement and are not precluded by it:
- 6.1 To take reasonable measures necessary and appropriate for fire safety and erosion control as approved by the County of Santa Clara Fire Marshal.
 - 6.2 To remove exotic non-native invasive vegetation and restore the area with native vegetation.
 - 6.3 To implement the Final Management Plan including the construction and maintenance of public use trails and reasonable public amenities related to trail use and, in the vicinity of the staging area, picnicking and related low-intensity uses such as, by way of example only, restrooms, a tot lot, and dog park. It is understood and agreed by the parties that site constraints may require alterations to topography and vegetation on or near trails.

7. Disputes and Remedies. If Grantees determine that Grantor, or Grantor's successors in interest, or any occupant of the Property is conducting or allowing a use, activity, or condition on the Property which is prohibited by the terms of this Easement, or that a violation is threatened, Grantees shall give written notice to Grantor as described in this section.

7.1 Consultations Regarding Interpretation and Enforcement of Easement. When any disagreement, conflict, need for interpretation, or need for enforcement arises between the parties to this Easement, each party shall first consult with the other party in good faith about the issue and attempt to resolve the issue without resorting to legal action.

7.2 Notice of Violation; Corrective Action. If either Grantee, or Grantees together, determines that a violation of the terms of this Easement has occurred or is threatened, Grantee(s) shall give written notice to Grantor of such violation and request corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to request restoration of the portion of the Property so injured to its prior condition. Such written notice is not required in the event of any actual or imminent physical harm to the property.

If Grantees disagree whether an alleged action of the Grantor is a violation of the terms of the Easement, Grantees shall issue a Notice of Entry into Mediation ("Meet and Confer Notice") to Grantor. The Meet and Confer Notice shall be issued not more than ten (10) days after the dispute becomes apparent, and Grantees shall enter into mediation not more than thirty (30) days after issuing the Meet and Confer Notice. Upon receipt of the Meet and Confer Notice, Grantor shall take reasonable measures to suspend the activity that is the subject of the notice until an agreement is reached between Grantees. Any agreement shall be in writing and signed by all the parties to this Easement.

7.3 Injunctive Relief. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantees, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantees may bring an action at law or in equity in a court of competent jurisdiction which seeks to enforce the terms of this Easement, to enjoin the violation, by temporary or permanent injunction, and seeks to require the restoration of the Property to the condition that existed prior to any such injury.

7.4 Forbearance. Enforcement of the terms of this Easement shall be at the discretion of the Grantees, and any forbearance by Grantees to exercise their rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantees of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantees' rights under this Easement. No delay or omission by Grantees in the

exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

- 7.5 Acts Beyond the Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantees to bring any action against Grantor for any injury to or change in the Property resulting from causes not involving any affirmative acts or omissions by Grantor, or causes beyond Grantor's control, including without limitation, trespassers, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
- 7.6 Attorneys' Fees. Except as otherwise provided by law, if any litigation is commenced between any parties to this easement concerning any provision hereof or the rights and duties of any person in relation thereto, each party shall bear its own attorneys' fees and costs.
8. Access. No right of access by the general public or to any third parties to any portion of the Property is conveyed or granted by this Easement.
9. Costs and Responsibilities. Grantor shall have the sole responsibility for the ownership, liability, operation, upkeep, and maintenance of the Property. Grantor shall be responsible for, indemnify, and save harmless Grantees, their officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs resulting from, growing out of, or in any way connected with or incident to this Easement, except for active negligence of Grantees, their officers, agents, or employees. The duty of Grantor to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778. Grantor waives any and all rights to any type of express or implied indemnity or right of contribution from Grantees, their officers, agents or employees, from any liability resulting from, growing out of, or in any way connected with or incident to this Easement.
10. Subsequent Conveyance of the Property. Grantor shall incorporate by reference hereto the terms of this Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Concurrent with the full execution of this Easement, Grantor shall grant Grantees a right of first refusal to purchase the Property or portion thereof and, pursuant to such grant, shall give written notice to Grantees of the transfer of any interest in the Property at least 30 days prior to the date of such proposed transfer. If Grantees do not elect to exercise the right of first refusal, any proposed transfer of any interest in the Property must be approved by Grantees and may be subject to reimbursement to County and/or District for any contributions made toward Property improvements. Such reimbursements shall be made in a manner to be agreed upon between Grantor and Grantees prior to such proposed transfer. Grantor shall provide a complete copy of this Easement to its transferee prior to any such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

11. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: City Clerk
 13777 Fruitvale Ave.
 Saratoga, CA 95070
 408.868.1269 (Telephone)
 408.867.8559(Fax)

To Grantees:

County County of Santa Clara
 Parks & Recreation Department
 298 Garden Hill Drive
 Los Gatos, CA 95032-7669
 (408) 355-2200 (Telephone)
 (408) 355-2290 (Fax)

MROSD Midpeninsula Regional Open Space District
 Administrative Office
 330 Distel Circle
 Los Altos, CA 94022-1404
 (650) 691-1200 (Telephone)
 (650) 691-0485 (Fax)

or to such other address as either party from time to time shall designate by written notice to the other.

12. Recordation. This instrument shall be recorded by Grantees in the Official Records of the County of Santa Clara, California. Grantees may re-record this Easement whenever re-recording is required to preserve Grantees' rights in this Easement.
13. General Provisions.
- 13.1 Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California.
- 13.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of Grantees to affect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. This instrument shall be construed in accordance with its fair meaning, and it shall not be construed against either party on the basis that such party prepared this instrument.

- 13.3 Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby, so long as the purposes of this Easement can still be carried out.
- 13.4 No Third-Party Rights. This instrument is made and entered into for the sole benefit and protection of Grantor and Grantees and their respective heirs, grantees, successors, and assigns. No person or entity other than the parties hereto and their respective heirs, grantees, successors, and assigns shall have any right of action under this Easement or any right to enforce the terms and provisions hereof.
- 13.5 No Forfeiture. Nothing contained herein is intended to result in a forfeiture or reversion of Grantor's fee title in any respect. Grantor specifically reserves the right to convey fee title to the Property subject to this Easement.
- 13.6 Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, grantees, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.
- 13.7 Cooperation. In light of (a) the regional benefits provided by the Property and the connections between the Saratoga to the Sea trail and other trails that may be developed by Grantees and (b) this Easement's protection of the natural values of the Property, the parties shall cooperate as reasonably necessary to facilitate use of the Property to satisfy mitigation and similar resource protection requirements that may be imposed in connection with obtaining regulatory approvals of trails with connections to the Property.
- 13.8 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 13.9 Consent not to be Unreasonably Withheld. In the event Grantor, as required by the terms hereof, seeks consent of Grantees, Grantees agree in all such

circumstances not to unreasonably withhold consent, regardless whether the paragraph hereunder requiring grantees' consent so provides.

Grantor

City of Saratoga	
By:	<u>Howard A. Miller</u> Howard A. Miller Mayor
Date:	<u>10/24/2011</u>
Attest:	<u>Ann Sullivan</u> Ann Sullivan, City Clerk
Date:	<u>10/24/2011</u>
Approved as to Form & Legality:	
	<u>Richard Taylor</u> Richard Taylor, City Attorney
Date:	<u>9/30/11</u>

Exhibit List:

Exhibit A – Property Description

State of California

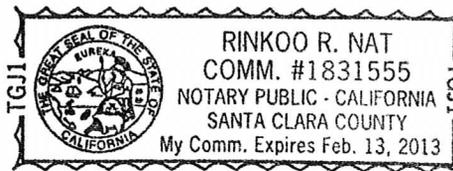
County of Santa Clara:

On OCT 24 2011, ~~2011~~ before me, Rinkoo R. Nat, notary public, personally appeared Mavis Ann Sullivan & Howard Miller who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/he/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my official seal.

Rinkoo R. Nat
SIGNATURE OF NOTARY



Grant Deed of Conservation Easement - Exhibit A

Property Description consisting of Exhibits A-1, B-1, A-2, and B-2, attached

EXHIBIT "A1"
LEGAL DESCRIPTION

AUGUST 5, 2011

All that certain real property in the unincorporated area of the County of Santa Clara, State of California, being a portion of Section 11, Township 8 South, Range 2 West, Mount Diablo Base & Meridian, described as follows:

All that certain real property shown as Parcel "A" on that certain Record of Survey filed for record in Book 394 of Maps, Pages 29 and 30, Santa Clara County Records, Santa Clara County, California.

Excepting therefrom a portion more particularly described as follows:

Commencing at the northwest corner of said Parcel "A", thence along the northerly line of said parcel the following four courses: 1) North 84°56' 57" East 199.98 feet; 2) North 75°01'57" East 113.78 feet; 3) South 00°06'37" West 54.01 feet; 4) North 75°12' 38" East 45.00 feet to the **TRUE POINT OF BEGINNING**; thence leaving said northerly line South 25° 00'00" East 375.00 feet; thence North 90°00'00" East 150.00 feet; thence North 25°00'00" East 80.00 feet; thence North 00°00'00" East 157.97 feet; thence North 24°24'18" West 85.68 feet to said northerly line of said Parcel "A" and also to the southerly right of way line of Congress Springs Road as said road is shown on said Record of Survey; thence along said northerly line and also along said southerly right of way line South 85°31'57" West 33.77 feet to the beginning of a curve concave northeasterly having a radius of 220.65 feet; thence northerly and westerly along said curve through a central angle of 14°44'20" for an arc length of 56.76 feet to the beginning of a compound curve concave northeasterly having a radius of 355.00 feet; thence northerly and westerly along last said curve through a central angle of 14°32'21" for an arc length of 90.08 feet; thence North 65°11'22" West 77.84 feet; thence leaving said southerly right of way line South 24°57'46" West 15.94 feet; thence South 75°12'38" West 55.48 feet to the **TRUE POINT OF BEGINNING**, containing 1.89 acres more or less.

SEE EXHIBIT "B1" ATTACHED HERETO AND MADE A PART HEREOF.

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.


Karl Barker, P.L.S. #8342

8/5/11
Date



EXHIBIT "A2"
LEGAL DESCRIPTION
AUGUST 5, 2011

All that certain real property in the unincorporated area of the County of Santa Clara, State of California, being a portion of Section 11, Township 8 South, Range 2 West, Mount Diablo Base & Meridian, described as follows:

All of that certain real property shown as Parcel "A" on that certain Record of Survey filed for record in Book 411 of Maps, Page 51, Santa Clara County Records, Santa Clara County, California.

**SEE EXHIBIT "B2" ATTACHED HERETO AND MADE A PART
HEREOF.**

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Karl Barker
Karl Barker, P.L.S. #8342

8/5/11
Date



CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the foregoing GRANT DEED OF CONSERVATION EASEMENT, dated _____ from the City of Saratoga to the County of Santa Clara is accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara as authorized by the resolution adopted _____, and the Grantee consents to the recording of the Grant Deed by the County's duly authorized officer.

I have executed this certificate of acceptance on _____.

By _____,
_____, Director, Parks and Recreation Department

APPROVED AS TO FORM AND LEGALITY:

Katherine Harasz,
Deputy County Counsel

State of California)
County of Santa Clara) ss.

On _____, 2011, before me, _____ a Notary Public in and for said State, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Notary Public

**CERTIFICATE OF ACCEPTANCE
(GOVERNMENT CODE SEC. 27281)**

This is to certify that the interest in real property conveyed by the foregoing GRANT DEED OF CONSERVATION EASEMENT dated _____, from the CITY OF SARATOGA, a California Municipal Corporation to the MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a public district, is hereby accepted by the undersigned on behalf of the District pursuant to authority conferred by resolution of the Board of Directors of the Midpeninsula Regional Open Space District bearing No. _____, adopted on _____, and said District consents to recordation thereof.

Dated _____, 2011

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

By _____
President, Board of Directors

ATTEST:

Michelle Radcliffe, District Clerk