

**TOWN OF PORTOLA VALLEY**  
**Open Space Committee**  
**Special Meeting September 26, 2024**  
**5:30 PM**

**Betsy Morgenthaler**, Chair  
**Nona Chiariello**, Vice Chair  
**Ticien Sassoubre**, Secretary  
**Gary Nielsen**, Member  
**Beverly Lipman**, Member  
**Terry Lee**, Member  
**Carter Warr**, Member

**SPECIAL MEETING**

**HISTORIC SCHOOLHOUSE – 765 PORTOLA RD. – PORTOLA VALLEY, CA**

**REMOTE MEETING ADVISORY:** On March 1, 2023, all committees in Portola Valley will return to conducting in-person meetings. A Zoom link will be provided for members of the public to participate remotely; however, the Town cannot guarantee there will be no technical issues with the software during the meeting. For best public participation results, attending the meeting in-person is advised.

**ASSISTANCE FOR PEOPLE WITH DISABILITIES**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at (650) 851-1700 or by email at [towncenter@portolavalley.net](mailto:towncenter@portolavalley.net). Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

**VIRTUAL PARTICIPATION VIA ZOOM**

**To access the meeting by computer:**

<https://us06web.zoom.us/j/81118415813?pwd=LiqxKpXjAVa5MWNP72k4UskCbl6huV.1>

**Webinar ID: 811 1841 5813**

**Passcode: 538989**

**To access the meeting by phone:**

1-669-900-6833 or 1-888-788-0099 (toll-free)

*Mute/Unmute – Press \*6 / Raise Hand – Press \*9*

1. **CALL TO ORDER & ROLL CALL**
2. **ORAL COMMUNICATIONS FOR ITEMS NOT ON THE AGENDA**  
*Speakers' time is limited to three minutes.*
3. **APPROVE MINUTES**, July 16, 2024
4. **OLD BUSINESS:**
  - a. Hawthorns Area –
    - i. Midpeninsula Open Space Planning & Natural Resources (PNR) Committee Meeting  
9/17/24 Update
    - ii. Workflow ahead - (WebPage pdf – note page 2)
    - iii. Open Space Committee product –
      1. Common goals: Safety, Aesthetics, Sustainability and Environment
      2. Common concerns: Easements
    - iv. Attachments:
      1. Minutes July 16, 2024
      2. Hawthorns Workflow: WebPage pdf
      3. MidPen/PAWG Option 9 and Option 10, Plan View and Sections
      4. Conservation Easement
  - B. The Open Space Fund: Guidelines regarding maintenance

**5. ADJOURNMENT**

\*\*\*\*\*

**Land Acknowledgement:**

The Town of Portola Valley acknowledges the colonial history of this land we dwell upon—the unceded territory of the Ramaytush (rah-my-toosh) Ohlone, Tamien Nation, and Muwekma (mah-WEK-mah) Ohlone, who endured a human and cultural genocide that included removal from their lands and their sacred relationship to the land. Portola Valley recognizes that we profit from the commodification of land seized from indigenous peoples and now bear the ecological consequences. We seek to understand the impact of these legacies on all beings and to find ways to make repair

# TOWN OF PORTOLA VALLEY

## Open Space Committee Meeting

Tuesday, July 16, 2024 5:30PM

IN-PERSON, SPECIAL MEETING

OPEN SPACE COMMITTEE MEETING MINUTES - DRAFT

### 1. CALL TO ORDER

5:30 PM

Members present: Betsy Morgenthaler (Chair), Nona Chiariello (Vice Chair), Terry Lee, Bev Lipman, Carter Warr

Members and others remote: Gary Nielsen (committee member), Judith Hasko (Council Liaison), Amy Christen, Denise Gilbert, Leslie Kriese, L. Olson, Peter Lipman

Members absent: Ticien Sassoubre (Secretary)

Other guests present: Catherine Magill, Lynda Brothers, Charles Maroney, Duf Sundheim, Valerie Halperin, Nancy Powell

### 2. ORAL COMMUNICATIONS

Lynda Brothers of PVR comments on HAWG and Hawthorns adjacency and the significance of its adjacency to PVR which doesn't have fences to protect the privacy of residences from persons or pets passing through on or off trail

Bev Lipman of Westridge observed that someone had sprayed herbicide not permitted or used by the Town on Shady Trail perhaps to address poison oak but also impacting adjacent native species. She advised Town staff but wondered if a reminder / admonishment might be appropriate via the forum, trails and paths committee, or otherwise.

### 3. APPROVAL OF MINUTES

N/A

### 4. OLD BUSINESS

#### a. Open Space Committee (OSC) Study Session on Dorothy Ford Open Space (DFOS) – See supplementary 9 page pdf

Betsy reminded us that planning staff submitted the PV housing element to the state for recertification with a response due by August. The largest PV project proposed was for 50 low income units at Dorothy Ford Open Space / Park / Ford Field. The intent of this study session is to highlight and discuss some important information about the suitability of this site for affordable housing.

Nona led an update, building on the conservation theme from the last study session. Today's study session was to understand how GIS (geographical information systems) and Lidar (light detection and ranging) mapping overlaid against applicable creek and riparian corridor characteristics, roadways, trails and paths, protected heritage trees (including viewing an image from ~100 years ago reminding us that the current trees were every bit as prominent then as now), the baseball field, municipal code, easements, setbacks, buffers, deed considerations, etc. impact developable land and options at this site. The review indicates that previously reported 2.43 developable acres are actually 1.08 (or 1.1 referenced in 2022) acres meaning only 20, not 50 units previously published, are potentially buildable at DFOS, assuming the reported 20 units / acre metric. In addition, Nona noted that evolving climate change might continue to impact the level and course of the creek, further impacting / complicating the assessment of, and siting of, developable land at this site.

Lynda and Carter both discussed the impact, if any, of possible road widening for emergency egress on the aforementioned.

Betsy mentioned that there are loans totaling ~300-350K at the site that may need to be repaid in whole or part to the State and Alpine Little League.

Judith mentioned that the deed restrictions concerning the baseball field are time bound.

Betsy and Judith both mentioned that an additional ad hoc committee might be organized as soon as the fall to help consider additional alternatives to DFOS for affordable housing.

#### b. Hawthorns Public Access Working Group (PAWG) Meeting #7 6/13/24 update

[https://www.openspace.org/sites/default/files/Hawthorns%20PAWG%20Mtg%207%20-%20PACKET\\_Revised%20240611.pdf](https://www.openspace.org/sites/default/files/Hawthorns%20PAWG%20Mtg%207%20-%20PACKET_Revised%20240611.pdf)

Betsy is the OSC representative on the Hawthorns PAWG. Later in the summer and fall, MPROSD staff will be updating some MPROSD board members and PV Council will be conducting a study session. The MPROSD will likely be looking at further recommendations for Hawthorns in 2025 regarding access, parking, trails, etc. as part of the the adjacent WHOSP. The PAWG continues to gather input with the goal of presenting an update to the MPROSD Board in 2025. The discussions to date has focused on two options for driveway, parking, and trails thus far.

Betsy mentioned that recent PAWG discussions focused on one spur trail option (option 16) and two driveway options (Option 9 from the existing driveway to a new lot parallel to Alpine towards Portola for 50 cars and Option 10 with a driveway at the intersection of Alpine and Portola and a lot also parallel to Portola for 50 cars east down Alpine towards Roberts).

Betsy mentioned concerns about vehicular, bicycle, and pedestrian traffic, including student safe routes to school.

Carter expressed curiosity / concern about the PAWG / MPROSD not including PV Council, Planning, Building nor ASCC adequately in their process to date.

Betsy mentioned that the Hawthorns historic complex (~ 13 acres) will be treated differently than the Hawthorns public open space. Betsy also mentioned that the Willows Commons development across the street is in discussions about using the lower barn in the Historic Complex area of Hawthorns area.

Charles, a PVR resident representing a petition of 100 homeowners and 200 residents, mentioned opposing three spur trails from Hawthorns into / through PVR at Sweet Springs Trail due to concerns about parking, pedestrian traffic, dogs on / off leash, etc. As a result of this / their advocacy, two spur trail options were ultimately not recommended but they still moved the one previously referenced option forward. He expressed concern that the PAWG made their recommendations based primarily on maps review and discussion without site walks to better understand the siting and impacts of parking, trails, traffic, etc. He also expressed concern about the size of the proposed Hawthorns parking relative to nearby lots at Arastradero and WHOSP which are much larger preserves with many more trails than Hawthorns.

Duf, a lawyer, mediator, and PVR Board VP, mentioned that PVR has their attorney engaged and looking at the accountability for maintenance of the trails by MPROSD, PV, PVR, etc. with the interest of partnering effectively to ensure everyone's interests are heard and addressed.

Betsy also commented on possible lessons learned by WHOS about their parking lot, overflow parking, impact on bicyclists, etc.

Lynda, a retired real estate and environmental lawyer, also expressed concerns about CEQA compliance at MPROSD's Hawthorns project and the traffic issues with the convergence of cars, bicycles, pedestrians / children / school traffic.

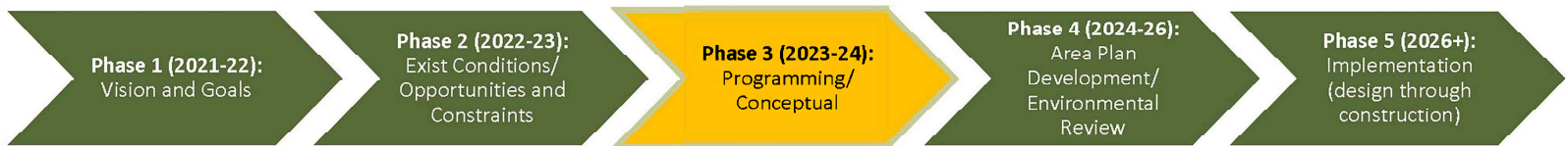
Carter encouraged the MPROSD to include the Town of PV including Planning, Building, ASCC, and/or Town Staff and Council should be included in the process.

There was some wonder about the impact of segmenting the 13 acres of Historic Complex open space from the rest of the Hawthorns open space, accessibility of utilities and the conservation easement, and impacts on housing opportunities which might contribute to the Town's housing requirements, etc.

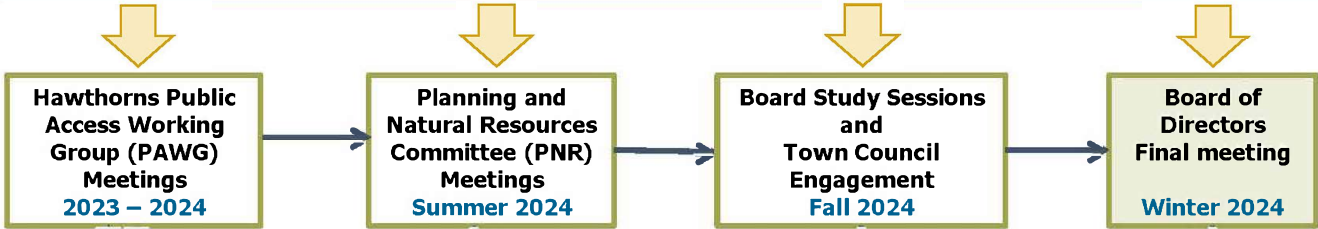
5. **ADJOURNMENT** – Terry moved, Carter seconded, adjournment unanimously approved. Next meeting expected Thursday 9/5.



# PAWG Workflow and Public Engagement Opportunities



## Phase 3 Public Engagement and Input including Town Ad Hoc Committee (on-going)



- Advisory to PNR
- PAWG provides feedback to project team and to PNR

- Advisory to Board
- PNR may return item to PAWG for additional information or input

- Pending PNR's recommendation to forward item to Board and Town Council for feedback, no decision making at this time
- Item may return to PAWG for additional information or input, depending on Town Council and Board feedback

- Board makes final policy decisions on conceptual site plan to incorporate into Area Plan
- Board may return item to PNR for further analysis or to PAWG for additional information or input

**Hawthorns Area Public Access Working Group  
Town of Portola Valley Ad Hoc Committee Members**

*Hawthorns Area Plan*

---

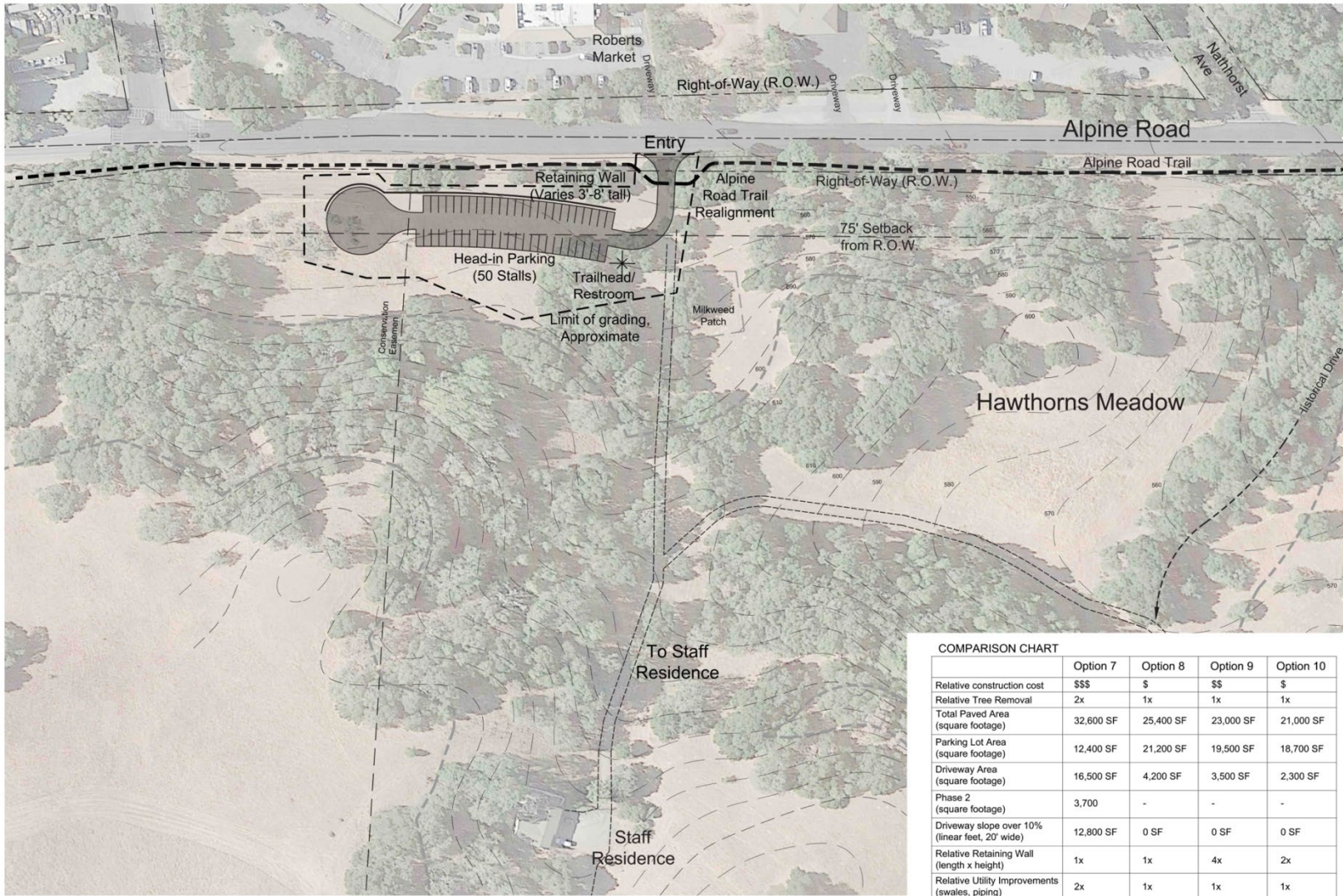
The Hawthorns Area planning process will involve interaction with the public, along with engagement with the Town of Portola Valley's Ad Hoc Committee. This specialized committee consists of representatives from 7 Town committees that have been brought together by the Town to collaborate on this project. The list of these seven committees and their respective representatives is provided below.

Following the presentation of preferred alternatives to Midpen Planning and Natural Resources Committee (PNR), the Midpen project team will present to the Town Ad Hoc Committee. The Committee's feedback will then be brought back to the PNR and Board during subsequent meetings for further consideration. This process ensures comprehensive input and informed decision-making.

Members of the Town of Portola Valley Ad Hoc Committee (updated as of 2/15/23):

1. Open Space Committee: Betsy Morgenthaler
2. Nature and Science Committee: Brook Coffee
3. Historic Resources Committee: Patty Dewes
4. Trails and Paths Committee: Fred Leach
5. Conservation Committee: Paul Heiple
6. Bicycle Pedestrian and Traffic Safety Committee: Pat Baenen
7. Parks and Rec Committee: Karen Askey

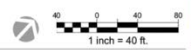
**OPTION 9 (@ Hawthorns Driveway)**



COMPARISON CHART

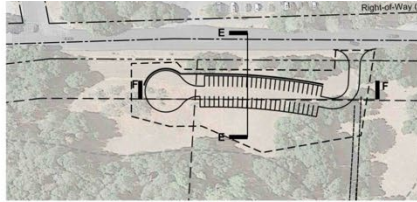
|   | Option 7  | Option 8  | Option 9  | Option 10 |
|---|-----------|-----------|-----------|-----------|
| Relative construction cost                      | \$\$\$    | \$        | \$\$      | \$        |
| Relative Tree Removal                           | 2x        | 1x        | 1x        | 1x        |
| Total Paved Area (square footage)               | 32,600 SF | 25,400 SF | 23,000 SF | 21,000 SF |
| Parking Lot Area (square footage)               | 12,400 SF | 21,200 SF | 19,500 SF | 18,700 SF |
| Driveway Area (square footage)                  | 16,500 SF | 4,200 SF  | 3,500 SF  | 2,300 SF  |
| Phase 2 (square footage)                        | 3,700     | -         | -         | -         |
| Driveway slope over 10% (linear feet, 20' wide) | 12,800 SF | 0 SF      | 0 SF      | 0 SF      |
| Relative Retaining Wall (length x height)       | 1x        | 1x        | 4x        | 2x        |
| Relative Utility Improvements (swales, piping)  | 2x        | 1x        | 1x        | 1x        |

HAWTHORNS AREA - OPTION 9

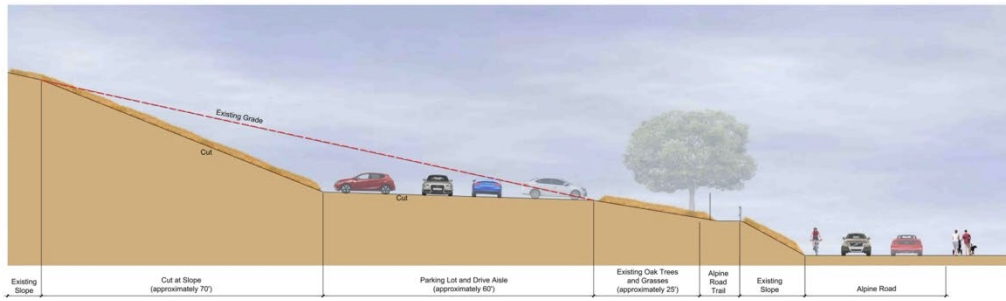




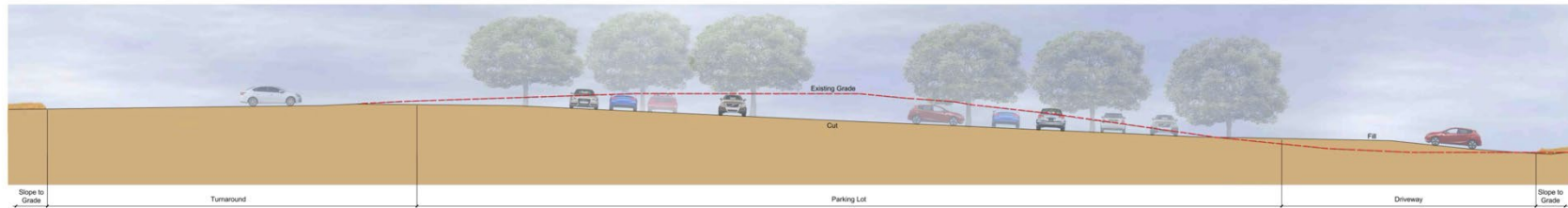
# OPTION 9 (@ Hawthorns Driveway) Cross-section



OPTION 9 - SECTION KEYMAP



OPTION 9 - SECTION - E-E - PARKING LOT WIDTH



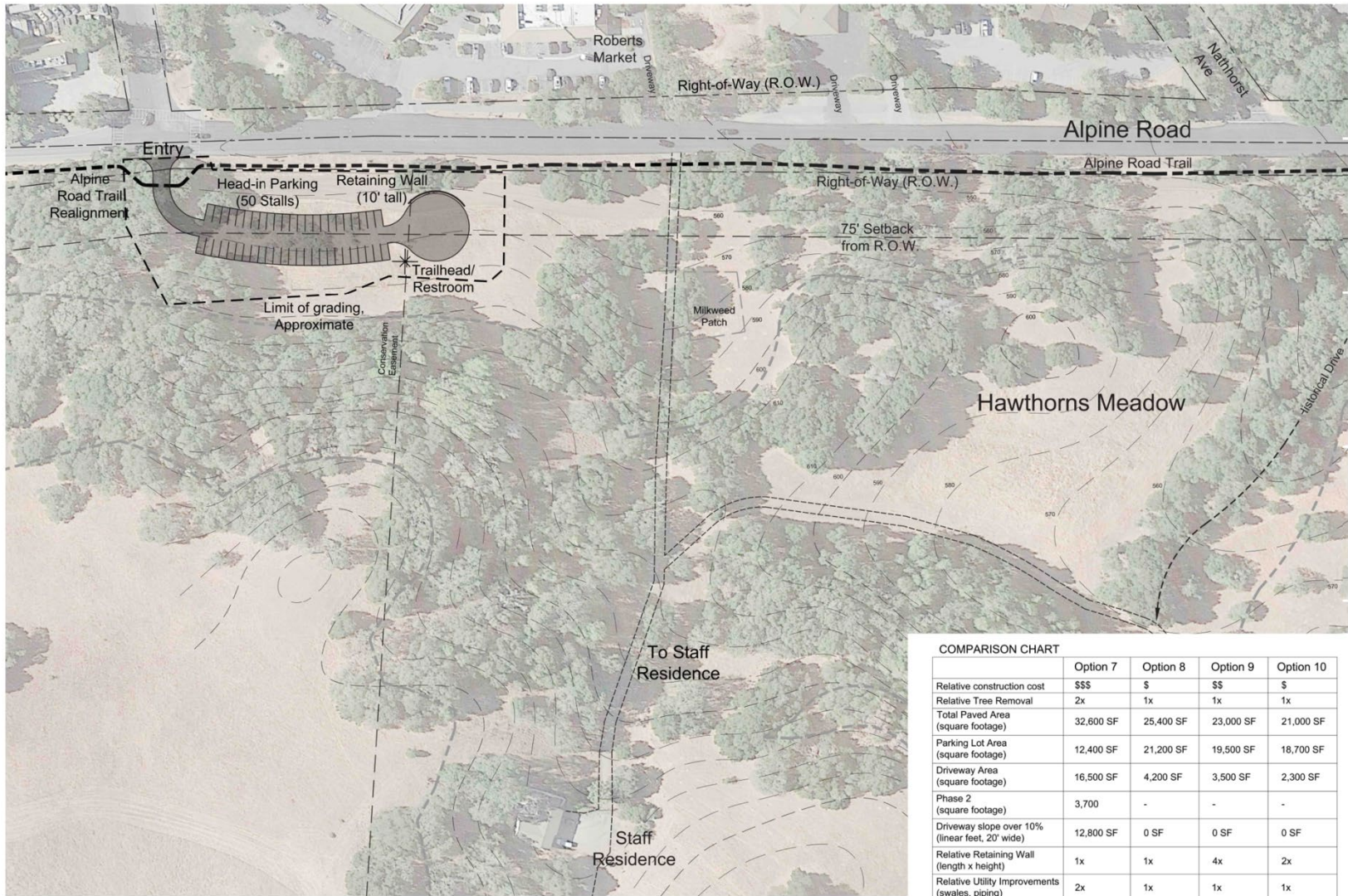
OPTION 9 - SECTION F-F - PARKING LOT LENGTHWISE

## HAWTHORNS AREA - OPTION 9 PARKING LOT SECTIONS





**OPTION 10 (@ Portola & Alpine Road intersection)**



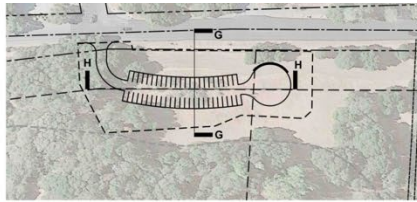
**COMPARISON CHART**

|   | Option 7  | Option 8  | Option 9  | Option 10 |
|---|-----------|-----------|-----------|-----------|
| Relative construction cost                      | \$\$\$    | \$        | \$\$      | \$        |
| Relative Tree Removal                           | 2x        | 1x        | 1x        | 1x        |
| Total Paved Area (square footage)               | 32,600 SF | 25,400 SF | 23,000 SF | 21,000 SF |
| Parking Lot Area (square footage)               | 12,400 SF | 21,200 SF | 19,500 SF | 16,700 SF |
| Driveway Area (square footage)                  | 16,500 SF | 4,200 SF  | 3,500 SF  | 2,300 SF  |
| Phase 2 (square footage)                        | 3,700     | -         | -         | -         |
| Driveway slope over 10% (linear feet, 20' wide) | 12,800 SF | 0 SF      | 0 SF      | 0 SF      |
| Relative Retaining Wall (length x height)       | 1x        | 1x        | 4x        | 2x        |
| Relative Utility Improvements (swales, piping)  | 2x        | 1x        | 1x        | 1x        |

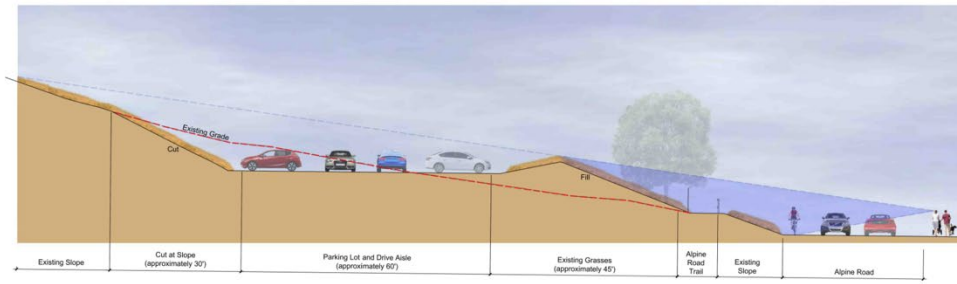
HAWTHORNS AREA - OPTION 10



# OPTION 10 (@ Portola & Alpine Road intersection) Cross-section



OPTION 10 - SECTION KEYMAP



OPTION 10 - SECTION - G-G - PARKING LOT WIDTH



OPTION 10 - SECTION H-H - PARKING LOT LENGTHWISE

## HAWTHORNS AREA - OPTION 10 PARKING LOT SECTIONS







Triangle Park

Layers





# What is the extent of proposed development of Ford Open Space and how would it affect riparian habitat?

Source:

**Town of Portola Valley  
Housing Element Update 2023-2031  
February 2024**

<https://www.portolavalley.net/home/showpublisheddocument/18176/638457695180570000>

Page 121, top half

## 6 | ADEQUATE SITES

**TABLE 6-6: ADEQUATE SITES LAND INVENTORY**

| APN                     | Name  | Acres                              | Existing Use   | Existing General Plan  | Existing Zoning        | Proposed Rezoning and/or General Plan Amendment  | Assumed Density (du/ac) | Realistic Capacity |    |    |     |       |
|-------------------------|---|------------------------------------|--|--|------------------------|--|-------------------------|--------------------|----|----|-----|-------|
|                         |   |                                    |  |  |                        |  |                         | VLI                | LI | MI | AMI | Total |
| <b>Vacant Sites</b>     |   |                                    |  |  |                        |  |                         |                    |    |    |     |       |
| 790721                  | 4394 Alpine Rd Housing Site                                     | 1.18                               | Vacant   | Commercial & Research/<br>Administrative: Local Shopping & Service | A-P<br>1 du/ac         | Mixed-Use 3-6 du/ac                              | 5                       | 0                  | 0  | 0  | 6   | 6     |
| <i>Subtotal</i>         |   |                                    |  |  |                        |  |                         |                    |    |    |     | 6     |
| <b>Non-Vacant Sites</b> |   |                                    |  |  |                        |  |                         |                    |    |    |     |       |
| 77272010                | Vacant Portion of Dorothy Ford Park and Open Space Housing Site | 7.55<br>(2.48 ac developable area) | Undeveloped Area, Parking Lot and Baseball Field (To Remain) | Neighborhood Community/<br>Existing Park                           | O-A & R-E<br>0.5 du/ac | General Plan Amendment to Gateway Classification | 20                      | 50                 | 0  | 0  | 0   | 50    |
| 77282030                | Glen Oaks Housing Site  | 17.03<br>(4 ac developable area)   | Undeveloped Area, Equestrian                                 | Alpine Road Scenic Corridor & Greenway                             | O-A & R-E<br>0.5 du/ac | Multi-Family 2-4 du/ac                           | 4                       | 0                  | 0  | 2  | 14  | 16    |
| 79072060                | 4370 Alpine Rd Housing Site                                     | 2.45<br>(1.5 ac developable)       | Abandoned Tennis Court and Parking Lot, Office               | Commercial & Research/<br>Administrative: Local Shopping & Service | A-P<br>1 du/ac         | Mixed-Use 3-6 du/ac                              | 6                       | 0                  | 0  | 0  | 9   | 9     |
| <i>Subtotal</i>         |   |                                    |  |  |                        |  |                         |                    |    |    |     | 75    |

# What is the developable area of Ford Open Space? How was the creek setback measured? Two sources differ:

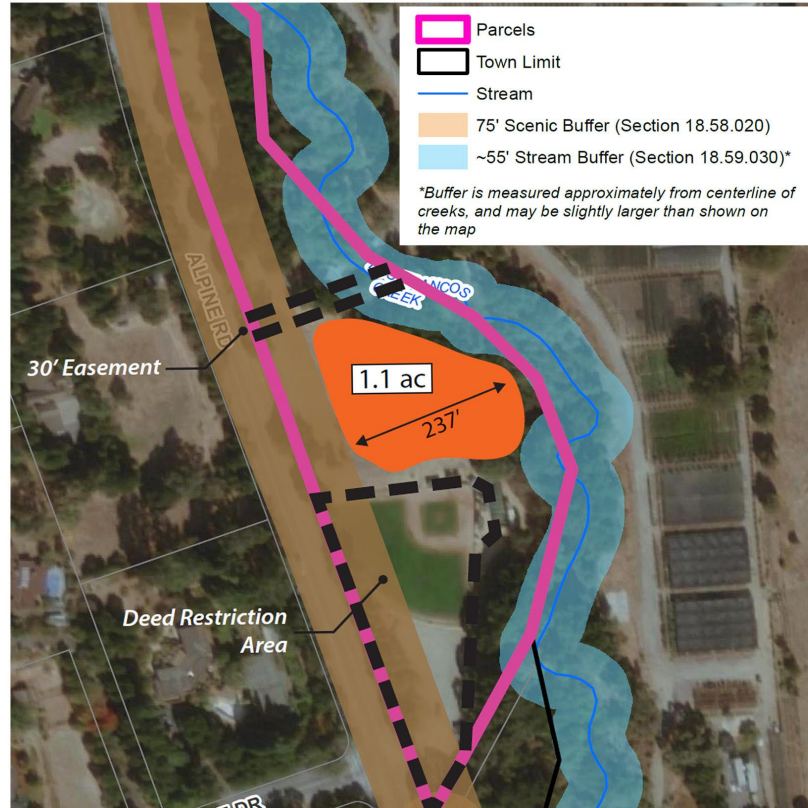
1.1 ac?

2.48 ac?

## Ad Hoc Housing Element Committee Meeting

Monday, May 2, 2022

<https://www.portolavalley.net/home/showpublisheddocument/16074/637868393097470000>



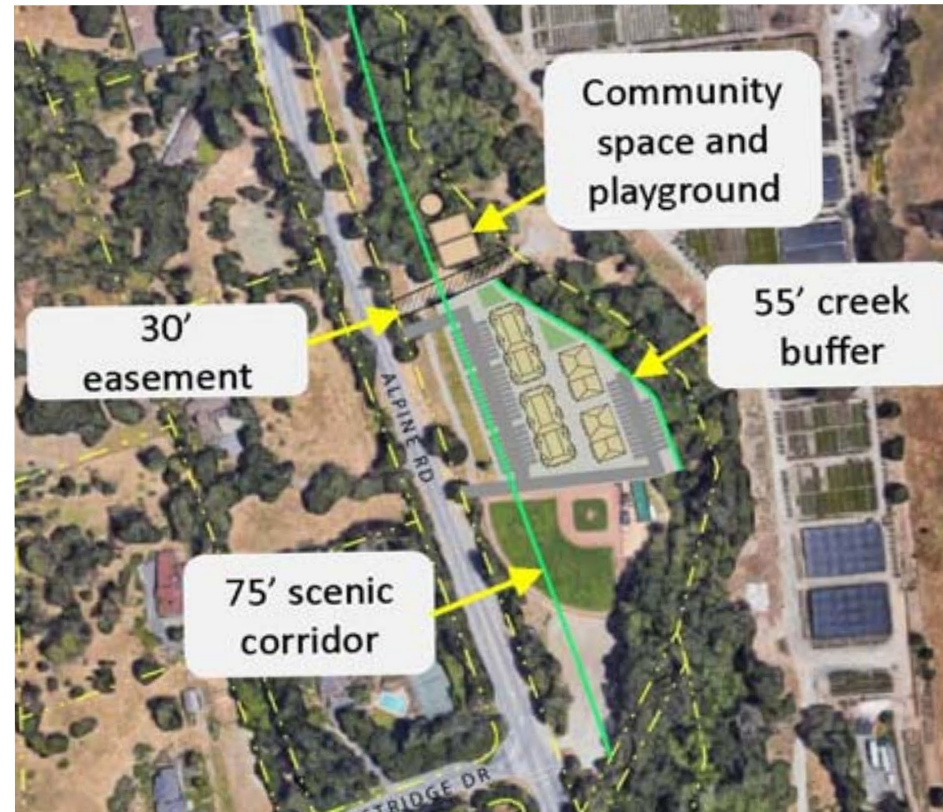
"Through this mapping exercise, Ford Field was identified as a feasible site with approximately 1.1 acre of developable land (see Attachment 3). Development potential analysis is underway and will be presented at the May 2, 2022 meeting." (image: red page 17, Attachment 3. Red page 10: continuation of Table 1. Housing Sites Analysis Update)

## Town of Portola Valley, Housing Element Update 2023-2031

February 2024

<https://www.portolavalley.net/home/showpublisheddocument/18176/638457695180570000>

"The Dorothy Ford Park and Open Space Housing Site has approximately 2.48 acres of developable area in an irregular shape and is located in the northeast corner of the town, along Alpine Road."



"A constraints analysis for the site has been done to maintain the Town's 75-foot scenic corridor requirement and 55-foot creek setback while maintaining the existing baseball field. To determine if a multi-family development is physically possible in this area, the Town contracted with Lisa Wise Consulting to develop a conceptual site plan which demonstrates that up to 50 units are possible on the developable portion of the site. The site could also include 7,000 square feet of community space and a playground." (text and figure, p. 127)



Source: **Using the correct creek setback is fundamental to protecting the creek and riparian habitat**



Search or jump to

NOTIFICATIONS SIGN IN HELP Select Language

Portola Valley, California - Code of Ordinances - ZONING / CHAPTER 18.59 - CREEK SETBACKS/ 18.59.030 - Creek setbacks.

SHOW CHANGES MORE

VERSION: **AUG 8, 2023 (CURRENT)**

- 18.59.030 - Creek setbacks.**
- 18.59.040 - Top of creek bank.
- 18.59.050 - Ordinary high water mark (OHWM).
- 18.59.060 - Repair and maintenance of existing structures within creek setbacks.
- 18.59.070 - Reconstruction and replacement of structures within creek setbacks.
- 18.59.080 - Creek bank stabilization projects.
- 18.59.090 - Fences.
- 18.59.100 - Vegetation.
- 18.59.110 - Grading.
- 18.59.120 - Creek crossings.

### 18.59.020 - Creeks subject to creek setback provisions.

The following creeks are subject to the creek setback provisions in this chapter: Los Trancos Creek, Corte Madera Creek and Sausal Creek.  
(Ord. 2007-369 § 1, 2007)

### 18.59.030 - Creek setbacks.

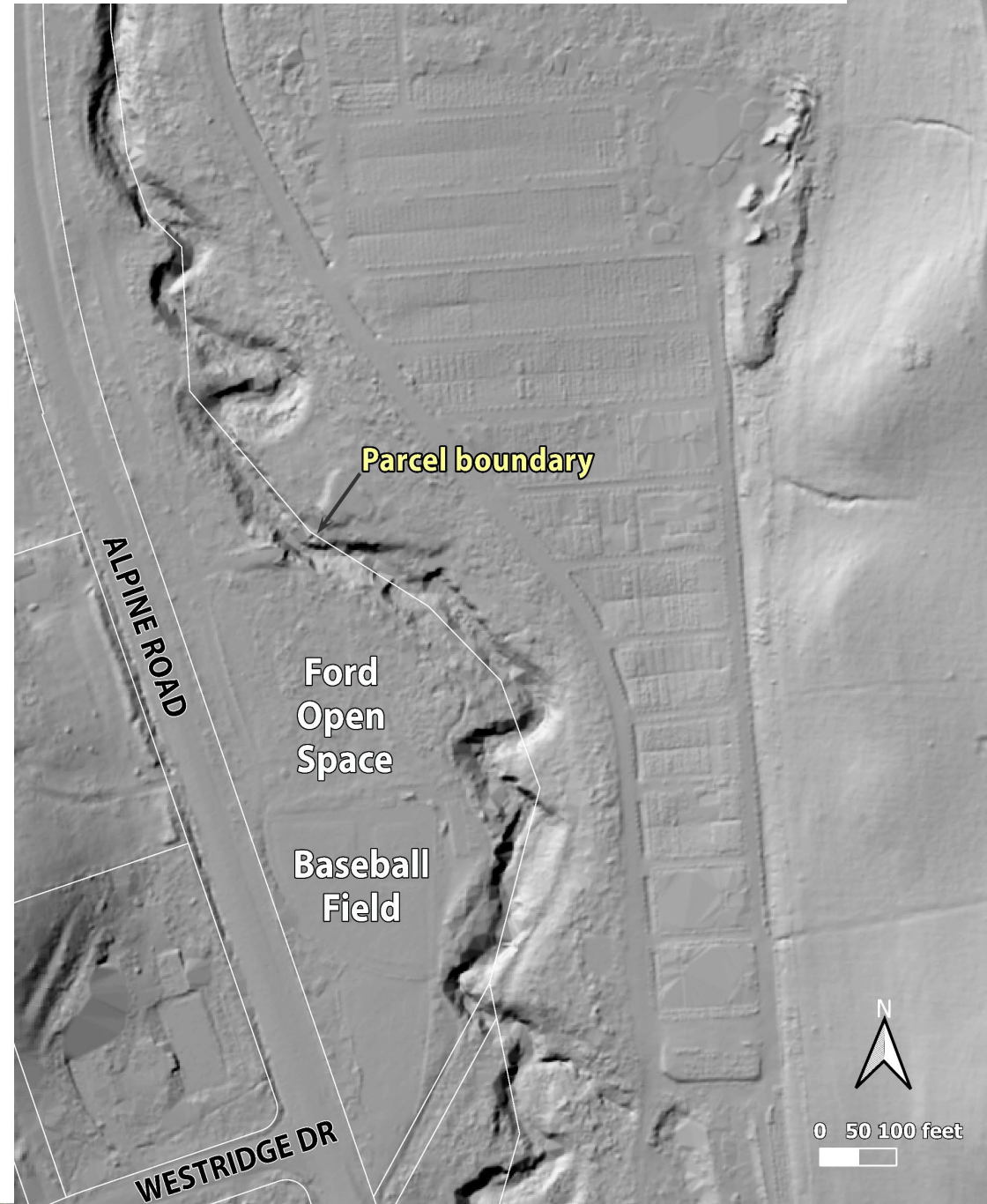
- A. For building permits and site development permits, setbacks may be measured from either the top of creek bank or ordinary high water mark (see definitions under Sections 18.59.040 and 18.59.050 below) at the option of the property owner:
1. Parcels less than one acre in size - Thirty feet from top of bank, or thirty-five feet from ordinary high water mark.
  2. Parcels of one acre to two and one-half acres—Forty-five feet from top of bank or fifty feet from ordinary high water mark.
  3. **Parcels of two and one-half acres or more—Fifty-five feet from top of bank or sixty feet from ordinary high water mark.**
- B. For planned unit developments, setbacks may be modified by the planning commission to achieve better consistency with the purposes of this chapter as part of the planned unit development process to increase safety as well as protect the natural environment.
- C. For new subdivisions, parcels shall have a minimum creek setback of fifty-five feet from the top of creek bank, but this setback may be required to be enlarged as part of the subdivision process to increase safety as well as protect the natural environment. Sensitive habitats, floodplains, and eroding creek banks should be included within the setback area.
- D. Persons proposing development along creeks should consult Section 18.32, F-P (Floodplain) Combining District Regulations, contained in the zoning regulations as these provisions affect development in the floodplains along creeks.

(Ord. 2007-369 § 1, 2007)

### 18.59.040 - Top of creek bank.

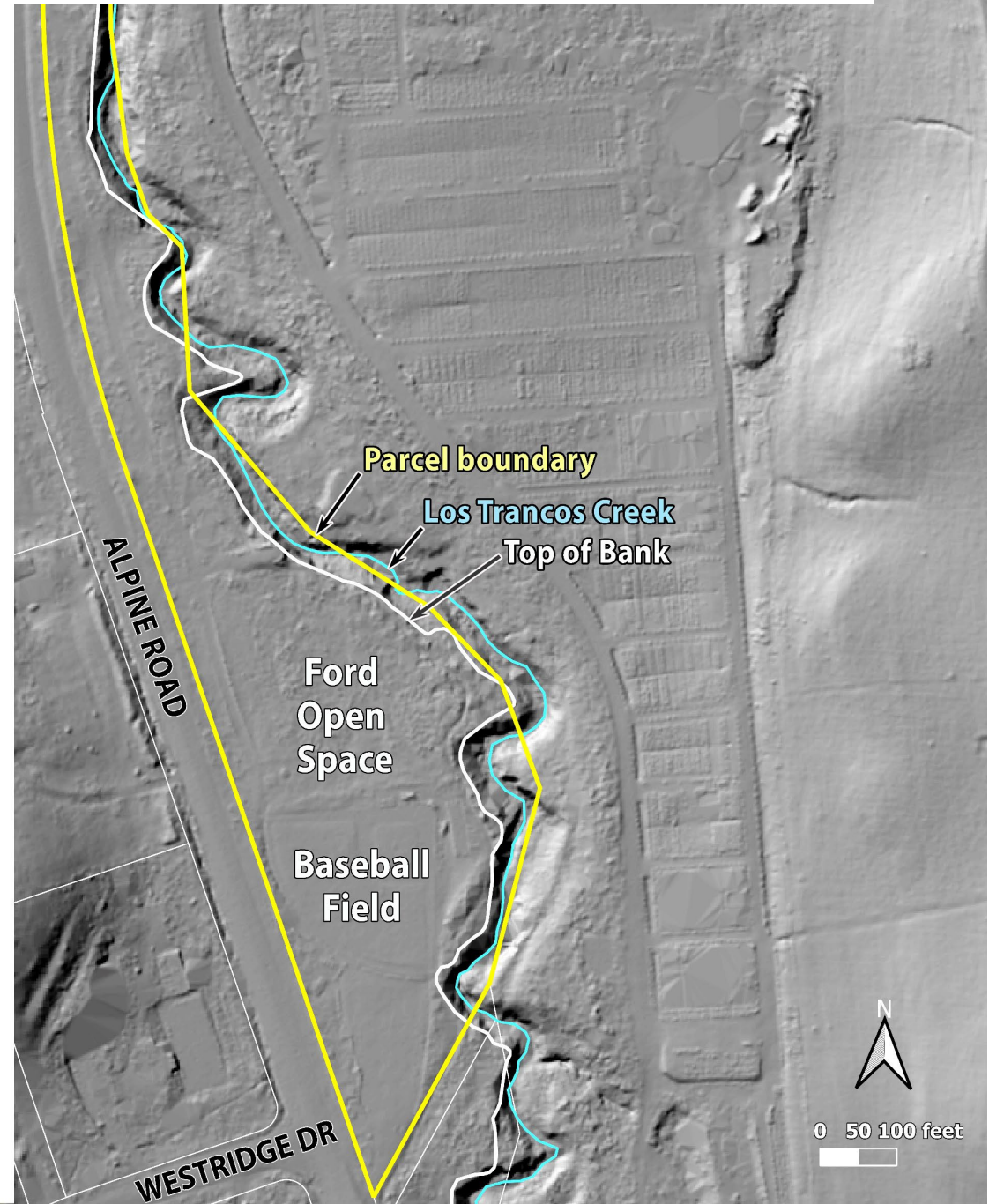
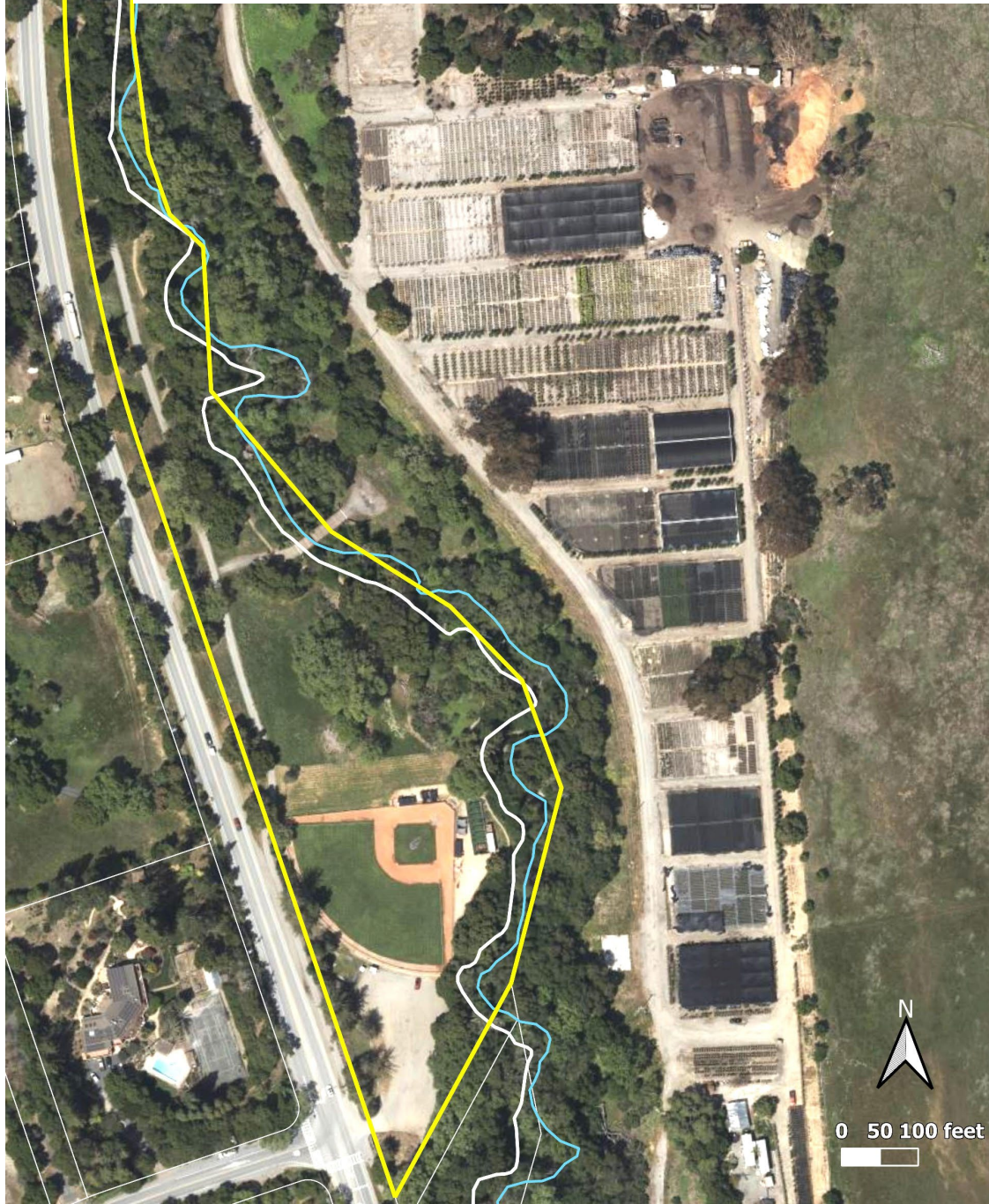


**Identifying the creek and top of bank is easier with shaded relief than with aerial images**



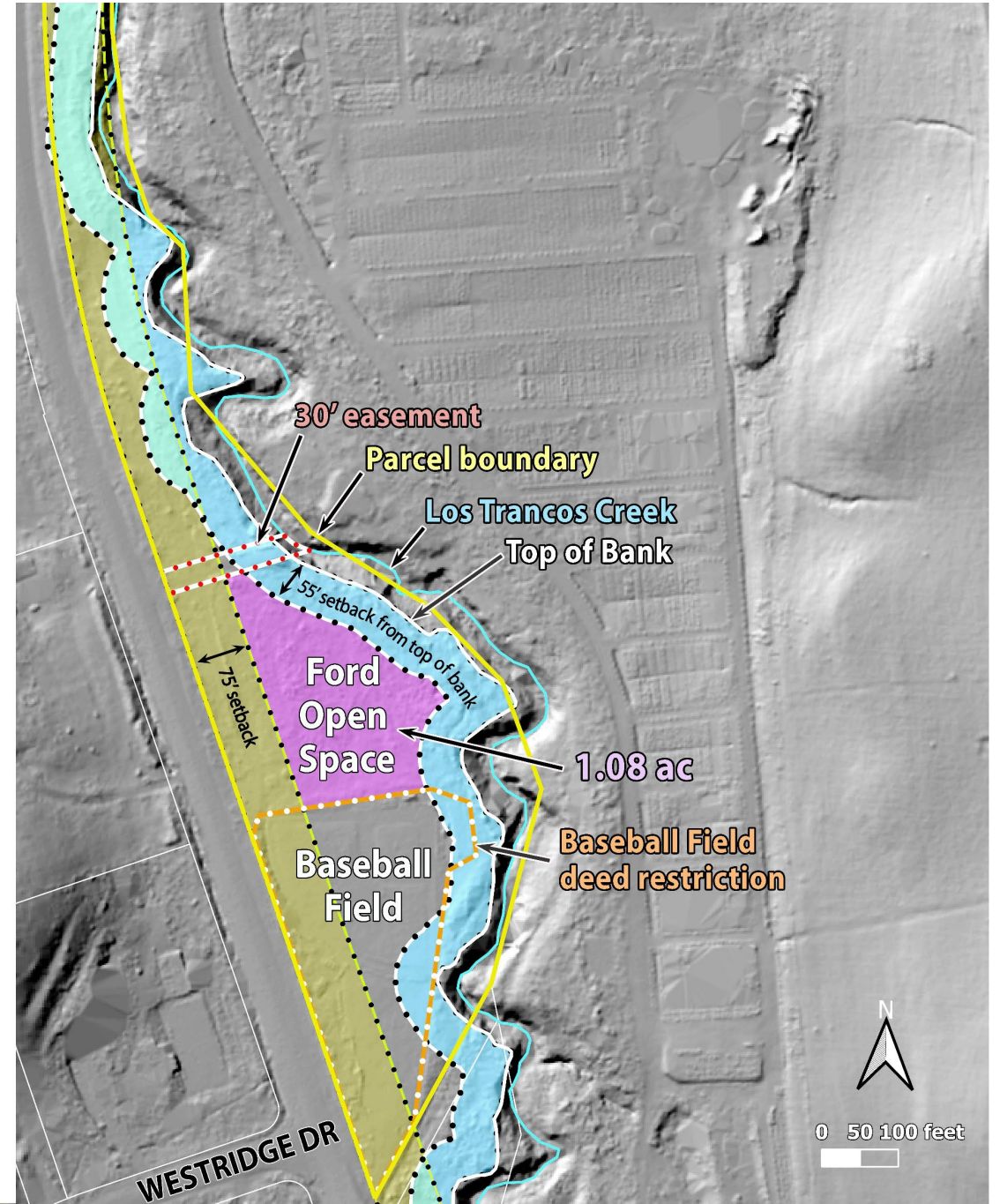


**Santa Clara County provides a top-of-bank designation for both sides of the shared creek**



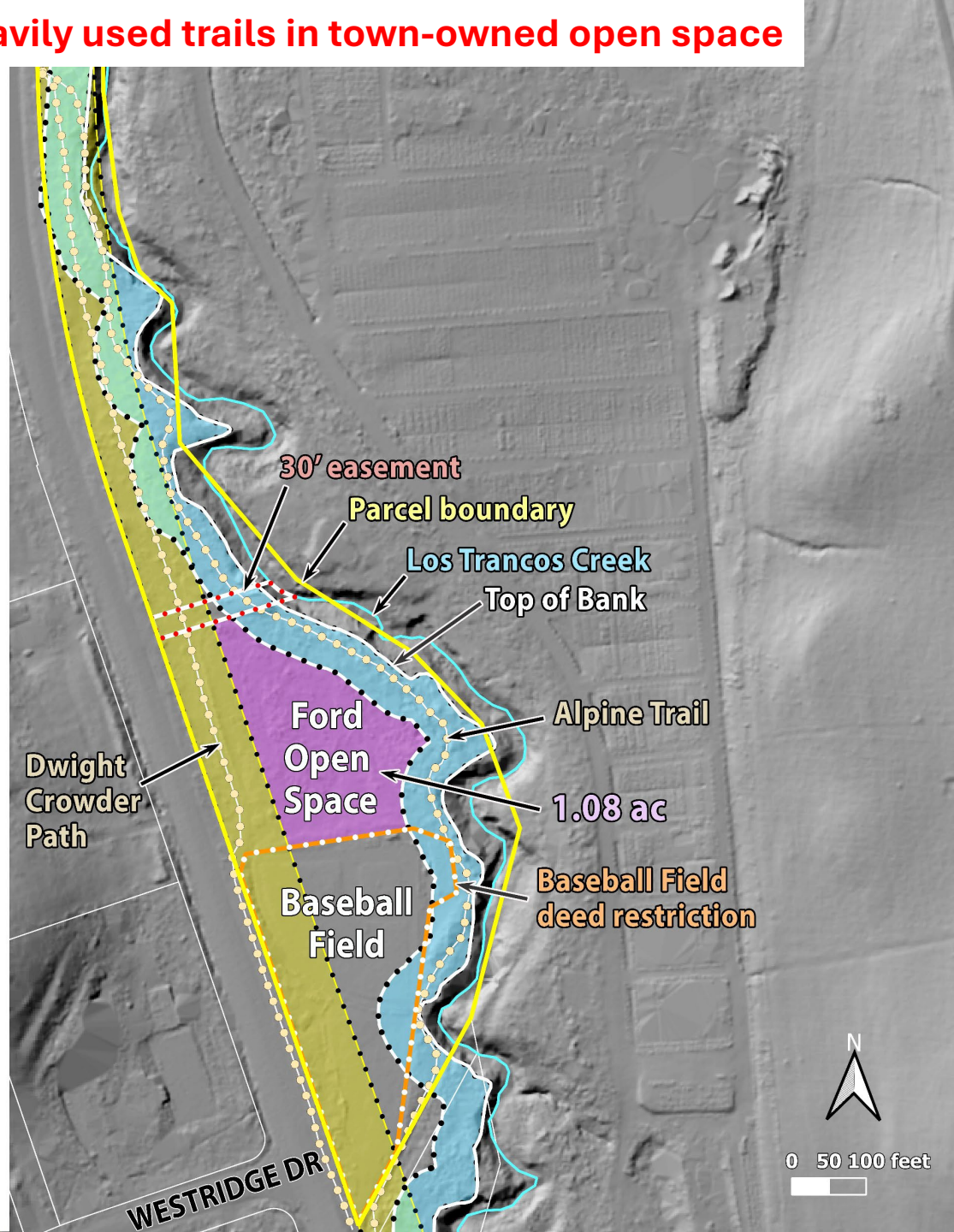


**When all setbacks and restrictions are taken into account, there is about 1.08 ac unrestricted in Ford Open Space**



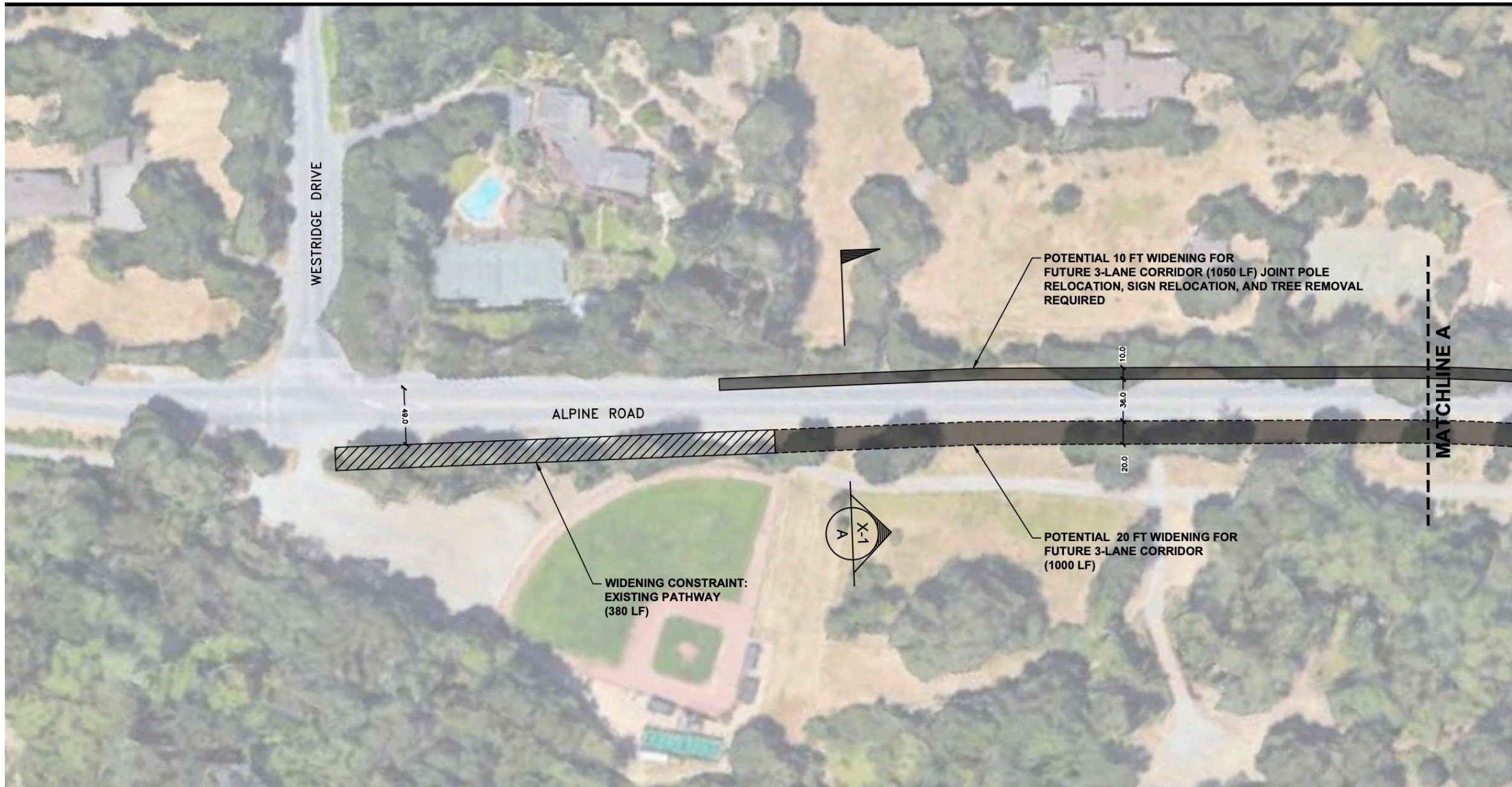


**The setbacks also have two of the most heavily used trails in town-owned open space**



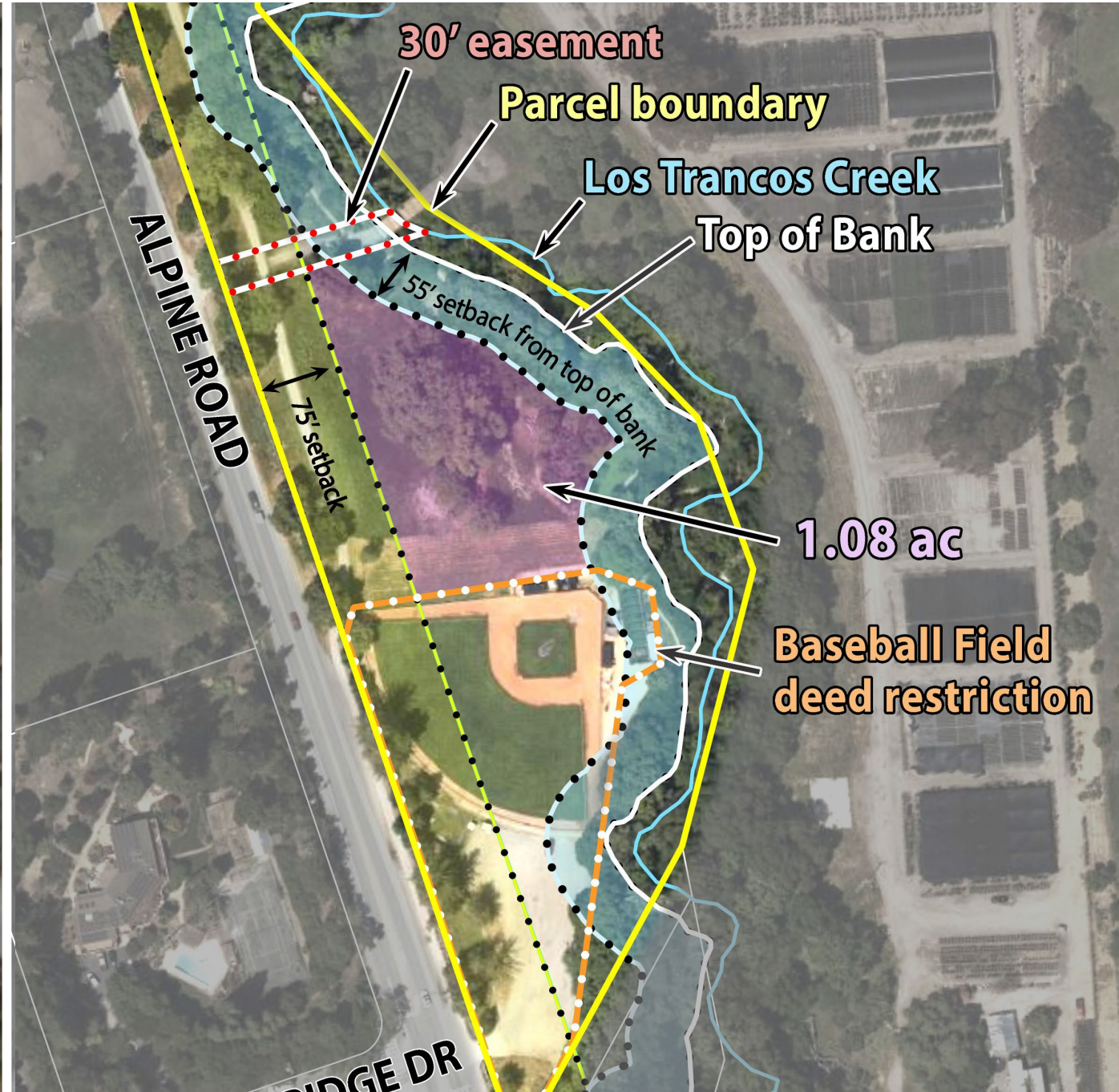
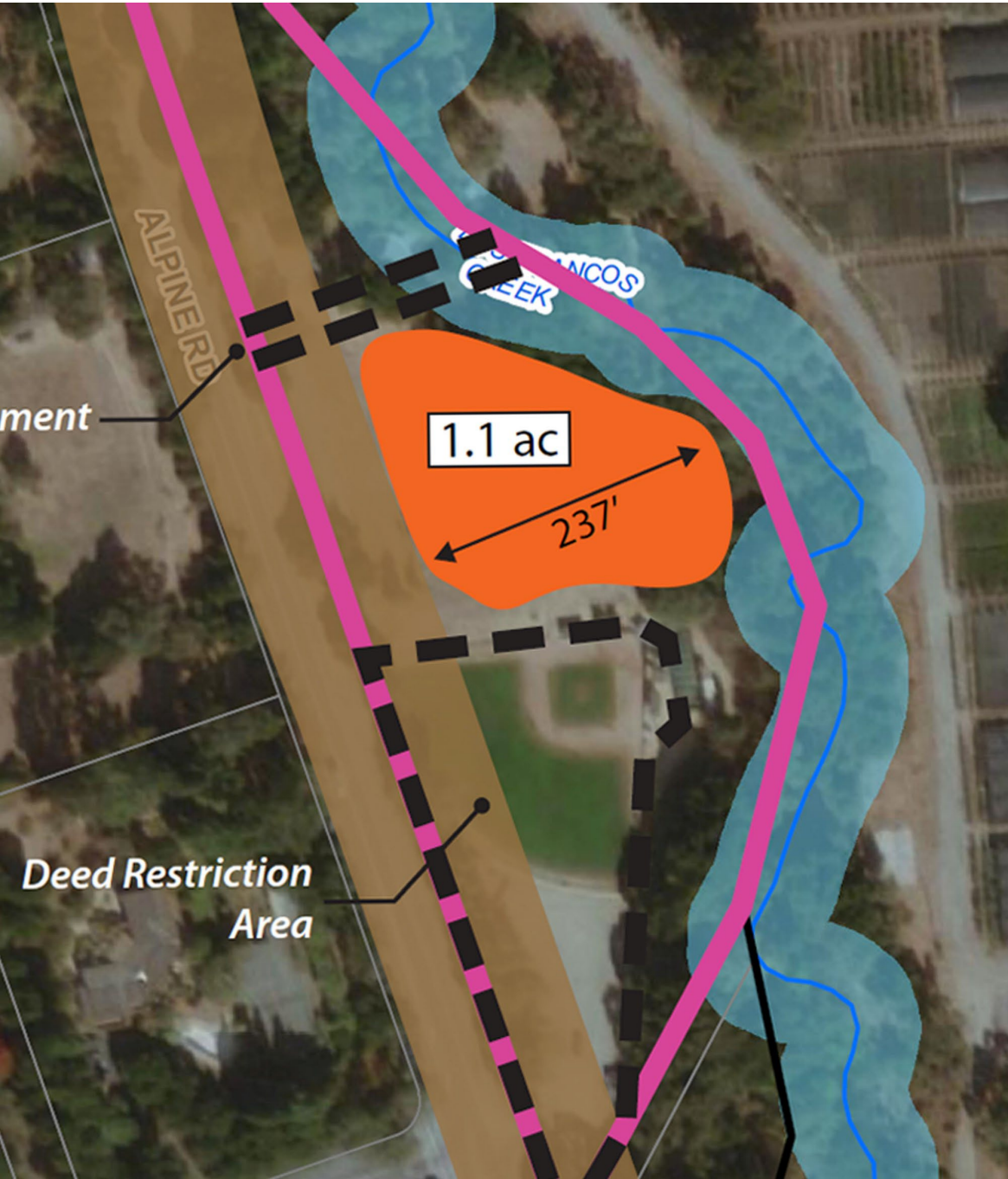


**There have also been suggestions that the road setback provides flexibility for evacuation planning.**





In this analysis, the unrestricted area is similar to the 2022 estimate of 1.1 ac but adheres to the 55' setback from the top of bank





2005-063400 CONF

01:42pm 04/19/05 CVE Fee: 55.00

Count of pages 17

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Peninsula Open Space Trust  
3000 Sand Hill Road, 1-155  
Menlo Park, CA 94025  
Attention: President

## GRANT DEED OF CONSERVATION EASEMENT

(Woods Portola Valley Property)

THIS CONSERVATION EASEMENT is granted this 15<sup>th</sup> day of April, 2005 ("Effective Date"), by Frederick N. Woods, III, as Trustee under that certain trust agreement dated June 14, 2002 ("Grantor"), to the Peninsula Open Space Trust, a California nonprofit public benefit corporation ("Grantee").

### RECITALS

A. Grantor is the owner in fee simple of certain real property located within the Town of Portola Valley, County of San Mateo, State of California, commonly known as 4411 Alpine Road and 800 Los Trancos Road, and consisting of Assessor's Parcel Numbers 079-080-050, 079-080-080 and 079-080-090 (hereafter "Real Property"). The Real Property is comprised of Parcel 1 and Parcel 2, as described in Exhibit A and shown on Exhibit B. (Exhibit A and Exhibit B are attached hereto and are incorporated herein by reference.)

B. The Real Property is approximately 78.71 acres and contains limited improvements; a substantial majority of the Real Property is in a natural and undisturbed state. The portion of the Real Property that contains the substantial majority of the limited improvements is listed and described as Parcel 1 in Exhibit A and shown and labeled as Parcel 1 in Exhibit B ("Improved Portion"); the Improved Portion is approximately 42.07 acres. The portion of the Real Property that contains only very limited improvements is listed and described as Parcel 2 in Exhibit A and shown and labeled as Parcel 2 in Exhibit B ("Unimproved Portion"); the Unimproved Portion is approximately 36.64 acres.

C. Grantor desires to preserve the Real Property, in perpetuity, in its present mostly natural and undisturbed state and thereby preserve the natural, scenic, historical and open space values of the Real Property. Accordingly, Grantor desires to grant to Grantee a conservation easement over the Real Property. The prohibited and permitted uses set forth below in more detail for the Improved Portion differ slightly from those of the Unimproved Portion, recognizing that the Improved Portion contains some improvements that presently are occupied and used.

D. The Real Property contains important natural conservation values in that the Real Property contains a ridge top of open grassland and native oak woodland, and affords spectacular views of the Santa Cruz Mountains and the Windy Hill Open Space Preserve. Lower areas of the Real Property are forested with oaks, California buckeye and California bay laurel.

## CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

E. The Real Property contains the potential for important recreational conservation values in that portions of the Real Property are highly visible from heavily used trails in both Portola Valley Ranch and Windy Hill Open Space Preserve. The Real Property also is visible from Alpine Road and various points in the Town of Portola Valley. The Real Property also contains a potential connection between two existing trails: the Hillbrook trail to the northwest and the Deer Path trail to the southeast. In addition, a spur off of the existing Sweet Springs trail may afford views from the top of the ridge.

F. The Real Property contains potential historic conservation values in that the Real Property contains several structures or areas of possible historic value. A large unoccupied house, apparently was constructed in the late 1800s and may be a Town of Portola Valley designated historic structure. In addition, remnant olive orchards, several barns and a concrete silo located on the Real Property may provide historic values. The Real Property also has been the subject of some attempt to document its history, as reflected in the section regarding “The Hawthornes” – the historical name of the property – in the book “Life on the San Andreas Fault” (page 172) by Nancy Lund and Pamela Gullard.

G. The Real Property appears to contain important habitat and riparian protection values in that the Real Property appears to support a wide variety of plant and animal life including habitat for species such as the federally endangered Bell’s vireo and the federally threatened California red-legged frog. There may also be habitat for a number of federal and state species of concern, including the ferruginous hawk, the California newt and the dusky-footed woodrat. The southeast portion of the Real Property borders Los Trancos Creek for approximately one-quarter of a mile. This area provides good riparian vegetative cover and contains potential habitat for the federally threatened steelhead trout.

H. The general conservation values set forth above in Recitals D, E,, F and G (“Conservation Values”) are to be documented in more specific detail in an inventory, conducted by Grantee at Grantee’s cost, of relevant features, conditions and natural resources of the Real Property (“Conservation Values Documentation”). The Conservation Values Documentation will be provided to Grantor upon completion, and copies will be kept on file at the offices of Grantee. The Conservation Values Documentation will consist of reports, maps, photographs, and other documents that collectively provide an accurate representation of the Real Property at the time of the grant of this easement (*i.e.*, spring of 2005) and are intended to serve as an objective basis for monitoring compliance with the terms of this easement.

I. The parties desire that the Real Property be used as a natural and scenic and open space area and managed in a manner compatible with the Conservation Values of the Real Property.

J. Grantor intends, as owner of the Real Property, to convey a conservation easement to Grantee over the Real Property including the right to preserve and protect in perpetuity the natural, scenic, open space and other Conservation Values of the Real Property, subject to the restrictions contained herein.

CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

K. Grantee is authorized to acquire and hold title to interests in real property and is an entity that may acquire and hold conservation easements pursuant to California Civil Code Section 815.3(a).

L. Grantee intends, in accepting this grant, to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Real Property for the benefit of this generation and generations to come.

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 *et seq.* of the California Civil Code, Grantor hereby grants to Grantee a conservation easement in perpetuity over the Real Property, subject to the following terms and conditions.

1. Purpose. The purpose of this easement is to assure that the Real Property will be retained in perpetuity in its natural scenic and open space condition and to prevent any use of the Real Property that will significantly impair or interfere with its Conservation Values. Accordingly, this easement restricts the use of the Real Property to activities involving enjoyment of views, open space, natural habitat and environmental protection, as well as continuation of the existing limited rural residential use, and other uses which are consistent with this easement, as set forth below in more detail.

2. Rights of Grantee. To accomplish the purposes of this easement, Grantor conveys to Grantee the right:

(a) To preserve and protect the open space values of the Real Property.

(b) To enter upon the Real Property at a reasonable time, twice per year, 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, and occupants of the Real Property and that Grantee shall not unreasonably interfere with the use and quiet enjoyment of the Real Property by Grantor or its successors in interest or by any occupants of the Real Property.

(c) If Grantee has substantial and credible reason to suspect a potential violation of compliance with the terms of this easement, to enter upon the Real Property at any time in order to monitor such potential violation of compliance; provided that Grantee shall make a good faith effort to contact Grantor and Grantor's attorney by telephone (at the numbers listed in Paragraph 13 hereof) prior to entering the Real Property.

(d) Pursuant to Paragraph 7 hereof ("Disputes and Remedies"), to prevent any activity on or use of the Real Property which is inconsistent with the purposes of this easement and to require the restoration of such areas or features of the Real Property that may be damaged by any inconsistent activity or use.

(e) To enter the Real Property one time in order to prepare the Conservation Values Documentation; provided that such entry shall be upon reasonable prior notice to Grantor, or its successors in interest, and occupants of the Real Property and that Grantee shall

## CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

not unreasonably interfere with the use and quiet enjoyment of the Real Property by Grantor or its successors in interest or by any occupants of the Real Property. The parties intend that the Conservation Values Documentation shall be used by Grantee to monitor future uses of the Real Property, condition thereof, and practices thereon; provided that, in the event a controversy arises with respect to the condition of the Real 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.

(f) Except for the access rights specifically granted by Paragraphs 2(b), 2(c) and 2(e) above, Grantee shall have no other right to access or enter the Real Property.

3. Prohibited Uses. Any activity on or use of the Real 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:

(a) Subdivision. Subdivision of the Real Property, as “subdivision” is defined by the Subdivision Map Act, California Government Code Section 66000 *et seq.*, is not permitted, except as otherwise provided by this Paragraph 3(a). Obtaining issuance of certificates of compliance from the Town of Portola Valley (“Town”) under the Subdivision Map Act to validate the claimed existence of parcels based on any actions that occurred prior to the Effective Date hereof, is not permitted, except as necessary to facilitate conveyance, by separate conveyance and separated in time, of the Improved Portion and the Unimproved Portion to a charitable organization described in Sections 170(b)(1)(A), 170(c), 2055(a) and 2522(a) of the Internal Revenue Code of 1986, as that Code may be amended from time to time. Lot line adjustments approved by the Town are permitted; provided that lot line adjustments that result in transfer of property in excess of one hundred square feet are subject to the prior written approval of Grantee. Any land transferred by lot line adjustment shall remain subject to the terms of this easement. Conveying a part of the Real Property to a government entity (including, but not limited to, the Midpeninsula Regional Open Space District) for purposes of holding it in open space is not a subdivision under the terms of this easement. Neither owning the Real Property as undivided interests, nor the creation of a life estate or future estate, nor ownership all or in part by any corporation, partnership, trust or other entity, nor transfer between trusts (where the equitable ownership interest is not transferred) is a subdivision under the terms of this easement.

(b) Commercial or Industrial Use. Any commercial or industrial development, use, or activity on the Real Property, including commercial agriculture, is expressly prohibited. Growing of foodstuffs and flowers for consumption by and/or use of occupants of the Real Property is permitted, provided that no more than one-quarter acre may be used/disturbed for such purpose.

(c) Building. The placement or construction of any additional buildings, structures or other improvements of any kind on the Real Property (including without limitation, fences, roads, signs and parking lots) is prohibited. The removal, repair or replacement of any existing building, structure or improvement located on the Real Property, as identified in the Conservation Values Documentation, is permitted (Grantor shall have no obligation to replace improvements that are removed); provided, however, that a repaired or replaced building shall

CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

not result in increased square footage and, to the extent reasonably feasible, shall be located in the same location as the building repaired or replaced.


(d) 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. This prohibition shall not apply to the use of agrochemicals, such as fertilizers, pesticides, herbicides, and fungicides which are used in accordance with law and USDA, manufacturer's, and the San Mateo County regulations, directions, and policies, or those of their successors.

(e) Tree Cutting. The cutting down, or other removal of live trees, except when required for safety, fire protection or sound resource management purposes (such as to prevent the spread of disease to other trees), and subject to the prior written approval of Grantee, which approval shall not be unreasonably withheld, is prohibited. Any removal shall be performed in accordance with all federal, state and local applicable laws.

(f) Dumping. The dumping or other disposal of wastes, refuse, or debris on the Real Property is prohibited.

(g) 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 is prohibited. The repair, replacement and/or relocation of any existing utility system (including moderate increases in quality or capacity of such systems), as identified in the Conservation Values Documentation, necessary to serve the Real Property is permitted.

(h) Mineral Rights. The exploration for, or development and extraction of, minerals and hydrocarbons by any mining method is prohibited. Drilling for and pumping of groundwater for use on the Real Property is permitted, but only as necessary to serve the uses permitted under this easement.

(i) Grazing. <sup>COMMERCIAL</sup> The grazing of livestock is prohibited. 

(j) Off Road Vehicles. Use of off-road or all-terrain vehicles or motorcycles is prohibited, unless used on existing roads, paths and trails (improved or unimproved), as identified in the Conservation Values Documentation and solely for purposes of management of the Real Property, for travel between improvements located on the Real Property or for matters of public safety.

(k) Hunting and Commercial Shooting Ranges. Hunting or trapping of wildlife is prohibited, except as necessary to prevent damage to any existing improvements or as necessary for resource management and public safety purposes (which shall be permitted with the prior approval of Grantee, which approval shall not be unreasonably withheld). Commercial shooting or commercial shooting ranges are prohibited.

(l) Noise Limits. No activities such as concerts shall be permitted on the Real Property which produce sustained noise levels in excess of 65 decibels as measured on trails surrounding the Real Property. Agricultural and landscaping equipment such as tractors,



## CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

chainsaws, and leaf blowers, and any equipment reasonably necessary for the repair, reconstruction or relocation of existing improvements (as permitted by Paragraphs 3(c) and 3(g) above) are specifically excluded from this provision.

(m) Junk Yards/Auto Repair and Restoration. Storage or disassembly of inoperable automobiles and trucks for purposes of sale or rental of space for that purpose is expressly prohibited. Any existing inoperable automobiles, trucks or similar vehicles located on the Real Property (as identified in the Conservation Values Documentation) may remain on the Real Property and shall not be required to be removed. Auto repair, rehabilitation, restoration and renovation for commercial purposes is prohibited.

(n) Excavation. Alteration of land forms by grading or excavation of topsoil, earth, or rock is prohibited.

(o) 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 Real Property is prohibited.

(p) Disturbance of Wetlands and Riparian Areas. The draining, filling, dredging, clearing, or diking of wetland and riparian areas, or the cultivation or other disturbance of the soil within wetland and riparian areas, except as noted below in Paragraph 3(q), is prohibited.

(q) Alteration of Streams or Ponds. The alteration or manipulation of the ponds and watercourses located on the Real Property or the creation of new water impoundments or watercourses for any purpose is prohibited, other than permitted agricultural and ecological enhancement uses of the Real Property; provided that any existing water impoundments, stream crossings and protection from erosion or damage of any existing improvements located on the Real Property, may be maintained, repaired, rebuilt, and periodically dredged to maintain their capacity. When alterations to ponds are made, damage to riparian and wetland vegetation around the perimeter shall be minimized.

(r) Signs and Billboards. The placement of any signs or billboards on the Real Property is prohibited, except that signs whose placement, number, and design do not significantly diminish the scenic character of the Real Property may be displayed to state the name and address of the Real Property and the names of persons living on the Real Property, to advertise an on-site activity permitted pursuant to Paragraph 6, or to meet requirements of Grantee, or to inform the public about the natural, scenic, and other resources of the site, or by the owner of the Real Property to control unauthorized entry or use.

(s) Golf Courses, Driving Ranges and Sport Courts. Golf courses or driving ranges used for commercial purposes are prohibited. Sport courts (*e.g.*, for basketball, racquet sports, etc.) are prohibited.

(t) 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, is prohibited. All excavation plans shall be reviewed by an archeologist prior to the start of, and during, the excavation.

CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

4. Mineral Rights. Grantor hereby grants to Grantee all of Grantor's right, title, and interest in all mineral rights belonging to the Real Property. Grantee covenants that it will not use such mineral rights in any way that would adversely affect the agricultural, ecological, conservation, or scenic uses of the Real Property. Grantor expressly reserves all of Grantor's right, title and interest in all surface, ground and other water rights belonging to or associated with the Real Property; provided such rights are exercised consistent with the terms of this easement.

5. Transfer Density Rights. Grantor covenants for itself and all its successors that Grantor shall not transfer, for use on any property anywhere (including the Real Property), any development rights that the Real Property currently may possess, and that otherwise may be transferable under local ordinances and regulations; provided that, however, any development rights that may be created on the Improved Portion by virtue of whole or partial removal of any structure on the Improved Portion may be reused on or applied to the Improved Portion (in order to permit repair, reconstruction or replacement of existing structures, as permitted by Paragraph 3(c)).

6. Permitted Uses and Reserved Rights. Grantor reserves unto itself and to its successors and assigns all rights accruing from its ownership of the Real Property which are not transferred, conveyed or granted hereby to Grantee or prohibited herein and which are not inconsistent with the purposes of this easement, including the right to engage in or permit or invite others to engage in all uses of the Real Property which are not expressly prohibited herein and which are not inconsistent with the purposes of this easement. Without limiting the generality of the foregoing, the following rights and uses are expressly reserved by Grantor to itself and its successors in interest, and are agreed by the parties to be consistent with the purpose and intent of this easement and are not precluded by it (the following list is not an exhaustive recital of reserved rights and consistent uses):

(a) To take reasonable measures necessary and appropriate for fire safety and erosion control; and to remove trees as described in Paragraph 3(e).

(b) To remove exotic non-native invasive vegetation and restore the area with native vegetation.

(c) Maintenance of existing paved and unpaved roadways, passages and trails to the standard, status and quality identified in the Conservation Values Documentation, and usage of such roadways, passages and trails.

(d) Any use permitted by Paragraph 3, above.

(e) To use and maintain the existing natural spring and ground water system and improvements, as identified in the Conversation Values Documentation, to service the water needs of the Real Property.

(f) Passive recreational uses such as hiking, bicycling and equestrian use.

(g) Construction of unpaved trails or paths for non-motorized uses.

## CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

(h) Use and occupancy of the Real Property and existing buildings and improvements as a residence is permitted. If the Real Property is ever conveyed to the Midpeninsula Regional Open Space District, or any similar governmental or non-governmental entity intending to use the Real Property for public open space and passive recreational uses, use and occupancy of the Real Property and existing buildings and improvements as an on-site office, ranger station, ranger residence or other facility directly related to the public open space operations of the entity holding fee title to the Real Property is permitted, as is the repair, reconstruction and replacement of structures as permitted by Section 3(c).

(i) If the Real Property is ever conveyed to the Midpeninsula Regional Open Space District, or any similar governmental or non-governmental entity intending to use the Real Property for public open space and passive recreational uses, construction of a limited staging area (gravel parking lot, pit toilets, wood rail fencing, trail markers, etc.) around the perimeter of the Improved Portion as necessary to facilitate public access to, and use of, the Real Property for hiking and other uses permitted by this easement.

### 7. Disputes and Remedies.

(a) Notice. If Grantee determines that Grantor, or Grantor's successors in interest or any occupant of the Real Property is conducting or allowing a use, activity, or condition on the Real Property which is prohibited by the terms of this easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation, and, where the violation involves injury to the Real Property resulting from any use or activity inconsistent with the purposes of this easement, to restore the portion of the Real Property so injured.

(b) 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 mediation or legal action.

(c) Mediation of Disputes. If, after the notice and consultation required above, the parties to this easement are unable to resolve a dispute that arises between them over the consistency with this easement of a use or activity that Grantor or Grantee intends to conduct, and if the party proposing the use or activity agrees to immediately postpone or cease said use or activity pending resolution of the dispute, then either party may refer the dispute to mediation by notice in writing to the other party. The parties shall jointly select one mediator who shall be a retired or former judge of the Superior Court of California. The mediation shall be conducted in accordance with the rules set forth in California Code of Civil Procedure Sections 1280 *et. seq.* If the parties are unable to agree upon a mediator, the mediation shall be conducted by Judicial Arbitration and Mediation Services, Inc. (JAMS) in accordance with the rules thereof.

(d) Grantee's other Remedies. If, after the notice, consultation and mediation required above, Grantor fails to cease any alleged violation so as to permit mediation, Grantee may bring an action at law or in equity in court of competent jurisdiction to enforce the terms of this easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this

## CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Real Property to the condition that existed prior to injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Real Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent future damage to the Conservation Values of the Real Property, Grantee may pursue its remedies under this Paragraph 7 without prior notice to Grantor, except as otherwise required by law, or without waiting for the period provided for cure to expire. Grantee's rights under this Paragraph 7 apply equally in the event of either actual or threatened violations of the terms of this easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Paragraph 7, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph 7 shall be cumulative and shall be in addition to all remedies now or hereinafter existing at law or in equity.

(e) Costs of Enforcement; Attorney's Fees. In the event any litigation between the parties to enforce or to interpret the terms of this easement, the prevailing party shall be entitled to recover court costs and reasonable fees of attorneys, accountants and expert witnesses incurred by such party in connection with the litigation, including such costs and fees incurred because of any appeals. The prevailing party also shall be entitled to recover all such costs and fees that may be incurred in enforcing any judgment or award, and this provision shall not be merged into any judgment but shall survive any judgment.

(f) Grantee's Discretion. Enforcement of the terms of this easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its 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 Grantee of such term or of any subsequent breach of the same or any other term of this easement or of any of Grantee's rights under this easement. No delay or omission by Grantee 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.

(g) Acts Beyond Grantor's Control. Nothing contained in this easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Real Property resulting from causes beyond Grantor's control, including without limitation, 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 Real Property resulting from such causes.

8. Access. No right of access by the general public to any portion of the Real Property is conveyed by this easement.

9. Costs and Responsibilities. Grantor retains the responsibility for ownership, operation, upkeep, and maintenance of the Real Property, including all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Real Property by competent authority (collectively "taxes").

## CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

10. Amendment. If circumstances arise under which an amendment to or modification of this easement would be appropriate, Grantor and Grantee may jointly amend this easement; provided that no amendment shall be allowed that contravenes the purpose of this easement (as set forth in Paragraph 1 above) or that will affect the qualification of this easement or the status of Grantee under any applicable laws, including Sections 815 *et. seq.* of the California Civil Code, or Section 170(h) of the Internal Revenue Code, as amended. Any such amendment shall be in writing, shall refer to this easement by reference to its recordation data, and shall be recorded in the Official Records of San Mateo County, California.

11. Conveyance of Easement. Upon thirty (30) days prior notice to Grantor, Grantee may convey this easement in whole or in part but only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Section 815.3 of the California Civil Code (or any successor provision then applicable). As a condition of such transfer, Grantee shall require the transferee to expressly agree in writing to assume Grantee's obligations hereunder in order that the purposes of this easement will continue to be carried out. Any such transfer or conveyance shall be recorded. Notwithstanding the foregoing, the Grantee (or subsequent transferee) may not convey this easement at any time to the fee owner of the Real Property except if (a) the Grantee or subsequent transferee shall cease to exist or to be qualified to hold conservation easements under California Civil Code Section 815.3, or its successor statute, and (b) no qualified organization (including the State of California), other than the fee owner, has agreed to accept transfer of this easement after commercially reasonable efforts by the Grantee or subsequent transferee to effectuate transfer of this easement to such a qualified organization.

12. Subsequent Conveyance of the Real 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 Real Property, including, without limitation, a leasehold interest. Except in the case of a proposed transfer of any portion of the Real Property to the Midpeninsula Regional Open Space District or to a trust for the benefit of Frederick N. Woods, III, or his son Frederick Newhall Woods, Grantor shall give written notice to Grantee of the transfer of any interest in any portion of the Real Property at least twenty-one (21) days prior to the date of such 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.

13. Notices. Unless otherwise specified in this easement, 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 via overnight mail, addressed as follows:

CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

To Grantor: Mr. Frederick N. Woods, III  
Trustee  
800 Los Trancos Road  
Portola Valley, CA 94028

With a copy to:  
Morgan, Lewis & Bockius LLP  
Attn: Max Gutierrez, Esq.  
One Market Street, Spear Tower  
San Francisco, CA 94105  
Ph: (415) 442-1000

To Grantee: President  
Peninsula Open Space Trust  
3000 Sand Hill Road, Bldg. 1 Suite 155  
Menlo Park, CA 94025  
Ph: (650) 854-7696

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

14. Recordation. This instrument shall be recorded by Grantee in the Official Records of San Mateo County, California. Grantee may rerecord this easement whenever rerecording is required to preserve Grantee's rights in this easement.

15. General Provisions.

(a) Controlling Law. The interpretation and performance of this easement shall be governed by the laws of the State of California.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this easement shall be liberally construed in favor of Grantee to effect the purposes of this easement and the policy and purpose of Section 815 *et. seq.* of the California Civil Code. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes 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 that party prepared this instrument.

(c) 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.

(d) No Third Party Rights. This instrument is made and entered into for the sole benefit and protection of Grantor and Grantee and their respective successors and assigns. No person or entity other than the parties hereto and their respective successors and assigns shall have any right of action under this easement or any right to enforce the terms and provisions hereof.

CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

(e) 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 Real Property, or any portion thereof, subject to this easement.

(f) 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 successors and assigns, and shall continue as a servitude running in perpetuity with the Real Property.

(g) Termination of Rights and Obligations. Except as expressly provided otherwise in this instrument, a party's rights and obligations under this easement shall terminate upon the transfer of the party's interest in this easement or the fee title to the Real Property, as the case may be, except that rights, obligations, and liability relating to acts or omissions occurring prior to transfer shall survive transfer.

(h) 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.

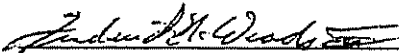
(i) Counterparts; Facsimile Signatures. Grantor and Grantee may execute this instrument in two or more counterparts; each counterpart shall be deemed an original instrument. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling. Facsimile and photocopied signatures shall be treated as originals.

(j) Exhibits. All Exhibits referred to in this easement are attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, each party has set their hand on the Effective Date.

GRANTOR

  
Frederick N. Woods, III, Trustee

GRANTEE

PENINSULA OPEN SPACE TRUST,  
a California nonprofit public benefit corporation

By:   
Audrey C. Kust, President

CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

STATE OF California )  
 ) ss.:  
COUNTY OF Santa Clara )

On April 15, 2005 before me, Teresa Hillstrom,  
Notary Public, personally appeared Frederick Woods III,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.

Teresa Hillstrom  
Signature of Notary



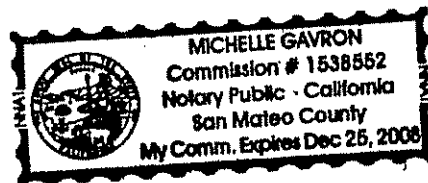
(SEAL)

STATE OF California )  
 ) ss.:  
COUNTY OF San Mateo )

On April 18, 2005 before me, Michelle Gavrón,  
Notary Public, personally appeared Audrey C Rost,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.

Michelle Gavrón  
Signature of Notary



(SEAL)



CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY



ENGINEERS  
SURVEYORS  
PLANNERS

March 29, 2005  
BKF Job Number 20040099-10

**LEGAL DESCRIPTION  
PARCEL 1**

All that real property situate in the Town of Portola Valley, County of San Mateo, State of California, being all of the lands described in the deed to Francis Newhall Woods recorded July 5, 1916 in Book 247 of Deeds at page 416, San Mateo County Records, California; excepting therefrom the lands described in that certain deed recorded September 18, 1950 in Book 1939 of Official Records at Page 299, San Mateo County Records, California; also excepting therefrom the lands described in that certain deed recorded April 30, 1959 in Book 3591 of Official Records at Page 465, San Mateo County Records, California; also excepting therefrom the lands described below as Parcel 2; also excepting therefrom the lands described in that certain Grant Deed recorded July 31, 1998 in Document No. 14311804, Santa Clara County Records, California.

**LEGAL DESCRIPTION  
PARCEL 2**

All that real property situate in the Town of Portola Valley, County of San Mateo, State of California, being a portion of the lands described in deed to Francis Newhall Woods recorded July 5, 1916 in Book 247 of Deeds at page 416, San Mateo County Records, California, and being more particularly described as follows:

BEGINNING at the westerly corner of the lands described in deed to F. N. Woods III recorded December 12, 1961 in Volume 4111 of Official Records at page 167, San Mateo County Records; thence along the southwesterly line of said lands, South 34°18'52" East, a distance of 1000.02 feet to the southwesterly corner of said lands; thence along the southeasterly line of said lands and its northeasterly prolongation, North 52°40'00" East, a distance of 560.04 feet; thence leaving the prolongation of said southeasterly line the following nine courses:

- 1) North 13°39'38" East, a distance of 220.24 feet;
- 2) North 59°03'47" West, a distance of 115.99 feet;
- 3) South 45°28'14" West, a distance of 129.51 feet;
- 4) North 50°09'16" West, a distance of 210.43 feet;
- 5) North 31°22'12" East, a distance of 222.50 feet;
- 6) South 88°18'16" East, a distance of 206.05 feet;
- 7) South 56°31'24" East, a distance of 337.40 feet;
- 8) South 4°35'01" East, a distance of 652.47 feet;
- 9) South 16°30'32" West, a distance of 381.80 feet to the southerly line of the lands described in said deed recorded in Book 247 at page 416;

Thence along the general southerly and southwesterly lines of the lands described in last said deed the following eight courses:

540 Price Avenue  
Redwood City  
California 94063-1411  
phone 650.482.6300  
fax 650.482.6399  
www.bkf.com

Exhibit "A"  
Page 1 of 2



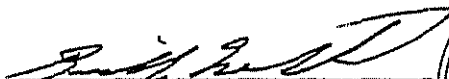
ENGINEERS  
SURVEYORS  
PLANNERS

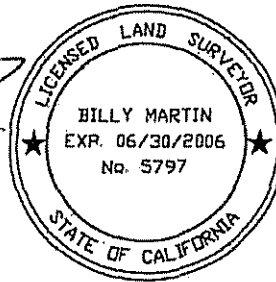
- 1) North 52°00'00" West, a distance of 447.48 feet;
- 2) South 32°30'00" West, a distance of 621.06 feet;
- 3) South 50°00'00" West, a distance of 73.92 feet;
- 4) North 64°30'00" West, a distance of 130.02 feet;
- 5) North 61°30'00" West, a distance of 54.78 feet;
- 6) North 62°00'00" West, a distance of 506.88 feet;
- 7) North 52°30'00" West, a distance of 214.50 feet;
- 8) North 48°30'00" West, a distance of 613.26 feet to the southeasterly line of

the lands described in said document recorded in Book 3591 of Official Records at Page 465; thence along said southeasterly line North 50°32'00" East, a distance of 361.58 feet and North 45°28'48" East, a distance of 328.89 feet to the southerly corner of the lands described in said document recorded in Book 1939 of Official Records at Page 299; thence along the southeasterly line of the lands described in said last document North 52°40'00" East, a distance of 273.27 feet to the POINT OF BEGINNING, and containing an area of 36.64 acres, more or less.

A plat showing the above described lands is attached hereto and made a part hereof as "Exhibit B".

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

  
Billy Martin, P.L.S. 5797  
License Expires: 6/30/06



Dated: April 4, 2005



1939 O.R. 299

ALPINE ROAD

PARCEL 1  
42.07 ACRES±

P.O.B.  
(MOST WESTERLY CORNER  
OF 4111 O.R. 167)

3591 O.R. 465

361.58'  
N50°32'00"E  
613.26'  
N48°30'00"W  
328.89'  
N45°28'48"E  
273.27'  
N52°40'00"E

PARCEL 2  
36.64 ACRES±

1000.02'  
S34°18'52"E

214.50'  
N52°30'00"W

506.88'  
N62°00'00"W  
54.78'  
N61°30'00"W

130.02'  
N64°30'00"W  
73.92'  
S50°00'00"W

621.06'  
S32°30'00"W

447.48'  
N52°00'00"W

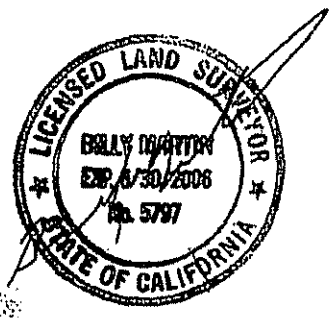
DOC #14311804

N31°22'12"E  
222.50'  
S88°18'16"E  
206.05'  
S56°31'24"E  
337.40'  
N59°03'47"W  
115.99'  
S45°28'14"W  
129.51'  
N52°40'00"E  
560.04'  
220.24'  
N13°39'38"E

504.35'01"E  
652.47'

1700' APPROX. CL  
LOS TRANCOS CREEK  
(more or less)

LOS TRANCOS ROAD



540 PRICE AVENUE  
REDWOOD CITY, CA 94063  
650-482-6300  
650-482-6399 (FAX)

Subject **EXHIBIT "B"**  
Job No. 040099-10  
By CRM Date 3/29/05 Chkd. CRC  
SHEET 1 OF 1