

**SECOND AMENDMENT TO
AGREEMENT TO EXCHANGE INTERESTS IN REAL PROPERTY**

This Second Amendment to Agreement to Exchange Interests in Real Property (this "**Amendment**"), dated for reference purposes only as of March 1, 2017, is made by and between the Midpeninsula Regional Open Space District, a California special district ("**District**") and the City and County of San Francisco, a municipal corporation ("**City**"), acting through its Public Utilities Commission ("**SFPUC**").

Recitals

A. District and City have entered into (i) an Agreement to Exchange Interests in Real Property, which was signed by District on June 14, 2010, approved by District's Board of Directors on July 14, 2010, and authorized by the SFPUC on October 27, 2009, approved by City's Board of Supervisors on October 19, 2010, approved by City's Mayor on October 22, 2010, and signed by City on November 17, 2010, and (ii) a first Amendment to Agreement to Exchange Interests in Real Property dated December 6, 2010 (together, the "**Agreement**").

B. Pursuant to the Agreement, City conveyed to District an open space easement (the "**Open Space Easement**") across portions of the real property owned by City in San Mateo County, California, identified as Assessor's Parcels No. 093-590-030, 093-590-050 and 093-590-060 ("**City's Land**"). City's Land is further described in Exhibit A of the Grant of Open Space Easement and Agreement recorded in the San Mateo County Recorder's Office January 31, 2011, as Instrument No. 2011-012365, and the specific location of the Open Space Easement ("**Open Space Easement Area**") is specifically described in Exhibit C of such instrument.

C. As contemplated in the Agreement, City is now prepared to convey a public trail easement to District, and District is now prepared to accept the public trail easement and quitclaim the Open Space Easement to City.

D. The parties desire to enter into this Amendment to the Agreement to provide for such exchange of interests in real property and to provide further escrow instructions necessary for District and City to consummate the exchange as more particularly set forth herein.

NOW, THEREFORE, District and City agree as follows.

1. EXCHANGE OF REAL PROPERTY INTERESTS

A. Public Trail Easement Grant to District. Subject to the terms, covenants and conditions set forth in this Amendment, City agrees to grant to District a permanent, non-exclusive public trail easement (the "**Public Trail Easement**"), more particularly described in the deed attached hereto as **Exhibit A**, and incorporated by this reference (the "**Public Trail Easement Deed**"), over and across a portion of the City Land, as described in an exhibit to the Public Trail Easement Deed.

B. Quitclaim of Open Space Easement to City. Subject to the terms, covenants and conditions set forth in this Amendment, District agrees to quitclaim to City the Open Space Easement recorded January 31, 2011, as Instrument 2011-012365, with the San Mateo County Recorder's Office which is over, across, in and upon a portion of City Land, together with the right to patrol said Easement. The "**Quitclaim of Open Space Easement**" is attached hereto and incorporated herein by this reference as **Exhibit B**.

2. EFFECTIVE DATE; ESCROW

A. Effective Date; Opening of Escrow. This Amendment shall become effective on the date the last of the following shall have occurred: (i) the SFPUC Commission shall have adopted a

resolution approving this Amendment and authorizing the transactions contemplated herein; (ii) City's Board of Supervisors and Mayor shall have enacted a resolution or an ordinance approving and authorizing this Amendment and the transactions contemplated herein; (iii) District's Board of Directors shall have adopted a resolution approving this Amendment; and (iv) the parties shall have executed and delivered this Amendment ("Effective Date"). Within twenty (20) days of the Effective Date, the parties shall open an escrow for the transaction contemplated herein by depositing a copy of an executed counterpart of this Amendment with Chicago Title Company ("Escrow Holder"), located at 455 Market Street, 21st Floor, San Francisco, CA 94105 (Escrow No. 160290909-ST), attention Terry Duwell, Escrow Officer. This Amendment shall serve as instructions to Escrow Holder for consummation of the exchange of interests in real property contemplated hereby, provided that the parties shall execute such supplementary escrow instructions as Escrow Holder may reasonably require. This Amendment may be supplemented by explicit additional escrow instructions signed by the parties, but the preprinted portion of such escrow instructions shall not supersede any inconsistent provisions contained herein.

B. "Trail Easement Closing" and "Trail Easement Closing Date" Defined. The term "Trail Easement Closing" means the Escrow Holder's causing the Public Trail Easement Deed and the Quitclaim of Open Space Easement to be recorded concurrently in the Office of the County Recorder of San Mateo County in accordance with this Amendment. The Trail Easement Closing shall occur within sixty (60) days after the Effective Date defined above, or on such earlier date as City and District may mutually agree (the "Trail Easement Closing Date"), subject to the provisions of **Section 2.E** [District's Conditions to Trail Easement Closing] and **Section 2.F** [City's Conditions to Trail Easement Closing]. The Trail Easement Closing Date may not be extended without the prior written approval of both District and City, except as otherwise expressly provided in this Amendment. City's City Attorney and the SFPUC General Manager and their respective designees, shall each have authority to approve such a modification of the Trail Easement Closing Date on behalf of the City. If the Trail Easement Closing does not occur on or before the Trail Easement Closing Date, unless extended as aforesaid, Escrow Holder shall suspend all closing operations and contact the parties for further instructions.

C. District's Deposits into Escrow. On or before Escrow Holder's deadline for delivery of such items before the Trail Easement Closing, District shall deliver into escrow the following:

- (i) a fully executed, notarized and recordable copy of the Quitclaim of Open Space Easement;
- (ii) the required certificate of acceptance for the Public Trail Easement Deed, duly executed by District and to be dated as of the Trail Easement Closing Date;
- (iii) funds sufficient to pay District's share of expenses, as provided in **Section 4.B** hereof;
- (iv) any documents needed in order to eliminate title exceptions other than District's Accepted Conditions of Title;
- (v) a certified copy of District's Approval Resolution, as defined in **Section 2.E**; and
- (v) District's approval of a closing statement in form and content satisfactory to District and City.

D. City's Deposits into Escrow. On or before Escrow Holder's deadline for delivery of such items before the Trail Easement Closing, City shall deliver into Escrow the following:

- Easement Deed;
- (i) a fully executed, notarized and recordable copy of the Public Trail Easement Deed;
 - (ii) the required certificate of acceptance for the Quitclaim of Open Space Easement, duly executed by City and to be dated as of the Trail Easement Closing Date;
 - (iii) funds sufficient to pay City's share of expenses, as provided in **Section 4** hereof;
 - (iv) a certified copy of City's Approval Resolution, as defined in **Section 2.F**; and
 - (v) City's approval of a closing statement in form and content satisfactory to District and City.

E. District's Conditions to Trail Easement Closing. The following are conditions precedent to District's obligation to complete the exchange of easements contemplated in this Amendment (collectively, "**District's Conditions Precedent**"):

- (i) The transactions contemplated herein shall have been approved by the District Board of Directors. District acknowledges that such approval was given by Resolution No. 16-16, adopted by District's Board of Directors on November 16, 2016 ("**District's Approval Resolution**").
- (ii) City shall have delivered the items described in **Section 2.D** [City's Deposits Into Escrow]
- (iii) Escrow Holder shall be committed at the Trail Easement Closing to issue District's Title Policy, as defined in **Section 3** [Condition of Title] to District.

District's Conditions Precedent contained in the foregoing subsections are solely for the benefit of District. If any such condition is not satisfied, District shall have the right in its sole discretion either to waive in writing the District's Condition Precedent in question and proceed with the purchase (provided that the District's Condition Precedent described in items (i) above may not be waived except insofar as District elects to extend the deadline for satisfying such item) or, in the alternative, terminate this Amendment. The waiver of any Condition Precedent shall not relieve City of any liability or obligation with respect to any representation, warranty, covenant or agreement of City. In addition, the Trail Easement Closing Date may be extended, at District's option, for a reasonable period of time specified by District, to allow such District's Conditions Precedent to be satisfied, subject to District's further right to terminate this Amendment upon the expiration of the period of any such extension if all such District's Conditions Precedent have not been satisfied.

F. City's Conditions to Trail Easement Closing. The following are conditions precedent to City's obligation to complete the exchange of Easements contemplated in this Amendment (collectively, "**City's Conditions Precedent**"):

- (i) As of the Trail Easement Closing Date there shall be no litigation or administrative agency or other governmental proceeding regarding the Open Space Easement, pending or threatened, which after the Trail Easement Closing could materially adversely affect City's title to City's Land or the ability of City to use the Open Space Easement Area.
- (ii) If City has elected to obtain title insurance, Escrow Holder shall be committed at the Trail Easement Closing to issue City's Title Policy, as defined in **Section 3** [Condition of Title], to City.

(iii) The SFPUC Commission, in its sole discretion, shall have enacted a resolution approving and authorizing this Amendment and the transactions contemplated herein no later than ninety (90) days after District executes and delivers this Amendment to City.

(iv) The City's Mayor and the Board of Supervisors, in the sole discretion of each, shall have enacted a resolution or ordinance approving and authorizing this Amendment ("**City's Approval Resolution**"), within one hundred twenty (120) days after the SFPUC Commission shall have enacted the resolution described in the preceding subparagraph.

(v) District shall have delivered the items described in **Section 2.C** [District's Deposits into Escrow].

City's Conditions Precedent contained in the foregoing subsections (i) through (v) are solely for the benefit of City. If any of City's Conditions Precedent are not satisfied, City shall have the right in its sole discretion either to waive in writing the Condition Precedent in question and proceed with the purchase (provided that the Conditions Precedent described in items (iii) and (iv) above may not be waived except insofar as City elects to extend the deadline for satisfying such item) or, in the alternative, terminate this Agreement. The waiver of any Condition Precedent shall not relieve District of any liability or obligation with respect to any representation, warranty, covenant or agreement of District. In addition, the Trail Easement Closing Date may be extended, at City's option, for a reasonable period of time specified by City, to allow such Conditions Precedent to be satisfied, subject to City's further right to terminate this Agreement upon the expiration of the period of any such extension if all such Conditions Precedent have not been satisfied.

G. Closing Instructions. At the Trail Easement Closing, provided all the conditions to the parties' obligations have been satisfied or waived as provided and permitted by this Agreement, Escrow Holder shall perform the following acts in the following order:

(i) Perform such acts as are necessary in order to issue City's Title Policy, as defined in **Section 3.A(ii)**, if City has notified Escrow Holder and District before the Trail Easement Closing that City elects to obtain such title insurance, including recording any deed of reconveyance or other documentation as specified in supplemental escrow instructions submitted by District and City before the Trail Easement Closing.

(ii) Perform such acts as are necessary in order to insure title to the Public Trail Easement vested in District subject only to District's Accepted Conditions of Title, including recording any deed of reconveyance, subordination agreement or other documentation as specified in supplemental escrow instructions submitted by District and City before the Trail Easement Closing.

(iii) Record the Public Trail Easement and Quitclaim of Open Space Easement in the Office of the County's Recorder and obtain endorsed copies thereof for each party;

(iv) Issue City's Title Policy to City, if City has elected to obtain such insurance;

(v) Issue District's Title Policy to District; and

(vi) Deliver to the appropriate party any other documents, instruments, and sums required by this Agreement, including District's Approval Resolution to City and City's Approval Resolution to District.

As soon as reasonably practicable after the Trail Easement Closing, Escrow Agent shall prepare a final accounting and closing statement for this transaction and send a copy to each party.

H. Remedies. If the exchange of real property interests is not consummated because of a default under this Amendment on the part of one of the parties or if a Condition Precedent cannot be fulfilled because a party frustrated such fulfillment by some affirmative act or negligent omission, the other party may, at its sole election, either (1) terminate this Amendment by delivery of notice of termination to defaulting party, whereupon the defaulting party shall pay to the non-defaulting party any title, escrow, legal and inspection fees incurred by such non-defaulting party and shall pay any escrow cancellation charges, and neither party shall have any further rights or obligations hereunder, or (2) continue this Amendment pending the non-defaulting party's action for specific performance and/or damages hereunder, including, without limitation, the non-defaulting party's costs and expenses incurred hereunder.

3. CONDITION OF TITLE

A. District Quitclaim of Open Space Easement

(i) At the Trail Easement Closing District shall convey to City a duly executed and acknowledged Quitclaim of Open Space Easement to remove the Open Space Easement from title to City's Land (as defined in **Recital B**).

(ii) Removal of the Open Space Easement from title in accordance with **Subsection 3.A(i)** shall be conclusively evidenced by the commitment of Chicago Title Company to issue to City a CLTA owner's policy of title insurance ("**City's Title Policy**") in the amount of Fifty Thousand Dollars (\$50,000), insuring title to City's Land vested in City subject to all liens, encumbrances and exceptions, including the Public Trail Easement, but free and clear of the Open Space Easement and any other exception, lien or encumbrance that was placed of record by District or as a result of the acts or omissions of District or its representatives (other than the Public Trail Easement).

B. City's Conveyance of Public Trail Easement

(i) At the Trail Easement Closing, City shall convey to District marketable and insurable title to the Public Trail Easement by the duly executed and acknowledged Public Trail Easement Deed, free and clear of all District's Unpermitted Exceptions (as defined in **Subsection 3.B(ii)**).

(ii) Delivery of title in accordance with **Subsection 3.B(i)** shall be conclusively evidenced by the commitment of Chicago Title Company to issue to District a CLTA owner's policy of title insurance ("**District's Title Policy**") in the amount of \$50,000.00, insuring title to the Public Trail Easement vested in District subject to all exceptions, liens and encumbrances except solely for the following ("**District's Unpermitted Exceptions**"): any mortgages, deeds of trust and other monetary liens, other than the lien of delinquent real property taxes and assessments and any liens resulting from the acts or omissions of District or District's representatives. District's Title Policy shall contain such special endorsements as District may reasonably request.

4. PAYMENT OF COSTS

A. City's Expenses

City shall pay at the Closing (i) one-half of the escrow fees, (ii) the recording fees, if any, for the Quitclaim of Open Space Easement, (iii) title insurance charges for City's Title Policy, if any, and (iv) any delinquent taxes that may have become a lien against the City Land underlying the Public Trail Easement.

B. District's Expenses

District shall pay at the Closing (i) one-half of the escrow fees, (ii) the recording fees, if any, for the Public Trail Easement Deed, and (iii) title insurance charges for District's Title Policy, if any.

C. Other Expenses

Any other costs and charges of the escrow not otherwise provided for above in this Section or elsewhere in this Agreement shall be allocated in accordance with the closing customs for San Mateo County, as reasonably determined by Escrow Holder.

5. "AS-IS" CONVEYANCE; PROPERTY INFORMATION

A. Both parties are acquiring the respective real property interests on an "As-Is" basis, without warranties, express or implied, regarding the physical condition of the property, and are relying on their own inspections of the respective real property.

B. City acknowledges receipt of a copy of the documents and information, if any, listed in **Exhibit D**, attached hereto and incorporated into this Amendment, containing information about the Open Space Easement ("**District's Delivered Information**"). District makes no warranty or representation concerning the accuracy and/or completeness of District's Delivered Information. District has no knowledge of any material inaccuracies in such material.

C. District acknowledges receipt of a copy of the documents and information concerning City's Land listed in **Exhibit E**, attached hereto and incorporated into this Amendment ("**City's Delivered Information**"). City makes no warranty or representation concerning the accuracy and/or completeness of City's Delivered Information. City has no knowledge of any material inaccuracies in such material.

6. FULL FORCE AND EFFECT. The Agreement remains in full force and effect as amended herein. The Agreement as amended by this Amendment constitutes the entire agreement of the parties concerning the subject matter thereof, and supersedes all previous negotiations, agreements, or understandings, if any, regarding the matters contained in the Agreement. District and City ratify and confirm all provisions of the Agreement as amended by this Amendment.


7. EFFECTIVENESS OF AMENDMENT. This Amendment may be executed in counterparts, each of which shall be an original and all of which together shall comprise the same instrument. A photocopy, facsimile, or electronic copy shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the parties execute this Amendment.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation:

MIDPENINSULA REGIONAL OPEN SPACE
DISTRICT, a California special district

By: _____
John Updike
Director of Property

By: 
Stephen E. Abbors
General Manager

APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney

APPROVED AS TO FORM:

By: _____
Carolyn J. Stein
Deputy City Attorney

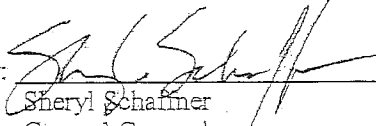
By: 
Sheryl Schaffner
General Counsel

EXHIBIT A

Public Trail Easement Deed


(See following page)

WHEN RECORDED MAIL TO:

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

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

DULY RECORDED WITHOUT FEE
Pursuant to Government Code
Sections 6103, 27383.

BY: 

PUBLIC TRAIL EASEMENT

This Easement Agreement (“**Agreement**”), dated for reference purposes only as of _____, 2017, is made by and between THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**San Francisco**”), acting by and through its Public Utilities Commission (“**SFPUC**”) and MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a Public District formed pursuant to Article 3 of Chapter 3 of Division 5 of the California Public Resources Code (“**Holder**” or “**District**”). San Francisco and Holder are sometimes referred to in this Agreement singularly as a “**Party**” and together as “**Parties.**”

RECITALS

A. San Francisco is the owner of certain real property situated in the County of San Mateo, State of California, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference, also known as a portion of San Mateo County Assessor’s Parcel Numbers 093-590-030, 093-590-050 and 093-590-060 (“**San Francisco’s Property**”).

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

C. A segment of the public trail known as the San Francisco Bay Trail (“**Bay Trail**”) currently crosses the District Preserve near the eastern boundary of San Francisco’s Property. Another segment of the Bay Trail consisting of pedestrian and bike lanes on University Avenue passes close to the western boundary of San Francisco’s Property. The District desires to obtain a non-exclusive public trail easement across a portion of San Francisco’s Property in order to extend the Bay Trail as more particularly described in this Agreement.

D. San Francisco’s Property contains a service road near the southerly boundary of Assessor’s Parcels 093-590-030 and 093-590-050 (the “**Service Road**”) that provides access to

San Francisco's Ravenswood Valve Lot facilities ("Valve Lot"). The locations of the Service Road and Bay Trail are depicted on the map attached hereto and incorporated herein as Exhibit C.

E. By instrument dated January 31, 2011, entitled *Grant of Open Space Easement and Agreement*, recorded January 31, 2011, as Instrument 2011-012365, with the San Mateo County Recorder's Office, San Francisco conveyed to District an open space easement over, across, in and upon a portion of San Francisco's Property as further described in such instrument (the "**Open Space Easement**"). The Parties intend that the Trail Easement, as defined in **Section 1(a)**, will replace the Open Space Easement.

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

1. Grant of Public Trail Easement

(a) Easement Scope and Description. San Francisco hereby quitclaims to District a non-exclusive public trail easement in gross for the extension of the San Francisco Bay Trail between the Ravenswood Open Space Preserve to the east and University Avenue to the west, for (i) constructing and maintaining trail improvements as described in **Sections 1(e)** and **1(h)**; (ii) making the trail available to the public for walking, hiking, jogging, bicycling, nature study and bird watching; (ii) use of power-driven mobility devices by persons who have mobility impairments; and (iii) access by maintenance and patrol vehicles and emergency vehicles in the case of emergency within the Trail Easement Area (the "**Trail Easement**"). The "**Trail Easement Area**" is that portion of San Francisco's Property consisting of a strip of land twenty (20) feet wide, described in the legal description and shown on the plat map attached hereto as Exhibit D and incorporated herein by this reference.

(b) Term; Effective Date. The term of the Trail Easement shall commence on the Effective Date and shall be perpetual for public trail purposes in accordance with Public Resources Code Section 5540. The "**Effective Date**" shall be the date on which the last of the following shall have occurred: (i) This Agreement shall have been executed and delivered by both parties; (ii) this Agreement shall have been approved and authorized by San Francisco's Public Utilities Commission, Board of Supervisors and Mayor, and (iii) this Agreement shall have been approved by District's Board of Directors.

(c) Termination. If Holder abandons the Trail Easement, or vacates the Trail Easement Area for a period of two (2) years without the consent of SFPUC, then the Trail Easement shall terminate, provided that SFPUC gives 90 days' advance written notice of such termination to Holder. If abandonment or vacation is the result of war, strike, embargo, riot, civil commotion, acts of public enemies, flood, earthquake or other natural disaster, or any other similar cause beyond Holder's control, and Holder notifies SFPUC after the date that the nonuse of the Trail Easement Area begins, such involuntary period of nonuse shall be excluded in computing the period set out above.

(d) Use Restrictions. Use of the Trail Easement Area shall be limited to the public recreational uses described in **Section 1(a)** and the use by Holder's staff and contractors for trail patrol, trail maintenance, construction and repair purposes, and emergency access. Under no

circumstances shall the public be permitted to operate motorized vehicles within the Trail Easement Area, except as permitted under the Americans with Disability Act (“ADA”). Holder’s agents may operate motorized vehicles within the Trail Easement Area only as needed for trail patrol, trail maintenance, construction, repair, and emergency access purposes. The right of the public to use the trail within the Trail Easement Area is subject to compliance with rules established from time to time by Holder and approved in writing by SFPUC, which approval shall not be unreasonably withheld. Such rules will, at a minimum, prohibit, within the Trail Easement Area, littering, dumping, Hazardous Material (as defined in **Section 5**), and vandalism, prohibit trail users from entering San Francisco’s land adjacent to the trail, prohibit motorized vehicles except as required by the ADA, and prohibit animals other than service dogs for those who qualify under the ADA (which dogs shall be controlled by tether, leash, harness or other physical restraint). The rules shall limit the public’s use of the Trail Easement Area to the period from sunrise to sunset; provided, however, the Trail Easement Area may be open to the public from 5 AM until 10 PM if Holder is available during the pre-sunrise and post-sunset hours to respond to issues related to trail use during such hours. Holder shall not cause or allow any of its employees, contractors, volunteers or agents to cause any Hazardous Material (as defined in **Section 5**) to be brought upon, kept, used, stored, generated, released or disposed of in, on, under or about the Trail Easement Area, or transported to, from or over the Trail Easement Area. Notwithstanding the foregoing, Holder is permitted to bring onto the Trail Easement Area (i) motorized vehicles, containing fuel in the fuel tanks and motor oil, for the authorized purposes described above, and (ii) materials and products that may contain material considered hazardous, to the extent necessary for trail maintenance, construction or repair purposes, provided that any such products and materials shall be used with due care, in compliance with all applicable laws, applicable provisions of this Agreement, and SFPUC’s reasonable requirements, and such products and materials are stored offsite when not in use.

(e) Trail Construction. Holder shall construct a trail within the Trail Easement Area (the “**Public Trail**”) in accordance with plans and specifications approved in advance by SFPUC’s Water Supply and Treatment Division and Natural Resources and Land Management Division. The provisions of **Sections 1(h)(ii)** and **1(h)(iii)** apply to such improvements. Holder acknowledges that SFPUC’s review and approval of the plans and specifications does not relieve Holder or its contractors of any liability for negligence, errors or omissions associated with the design or construction of the Public Trail. In no event shall SFPUC’s approval of the plans and specifications be deemed to constitute a representation or warranty by San Francisco concerning the suitability of the Public Trail for Holder’s purposes or that the work called for in the plans and specifications complies with applicable building codes or other applicable laws or industry standards nor shall such approval release Holder from Holder’s obligation to supply plans and specifications that conform to applicable codes, other laws and industry standards. The surface of the Public Trail shall be constructed from an all-weather material. Holder shall install and operate gates as needed in SFPUC’s reasonable judgment for safety and security purposes, which shall include a gate at each end of the Public Trail. Holder shall construct a physical barrier adequate in San Francisco’s reasonable judgment to prevent trail users from accessing San Francisco’s facilities. San Francisco reserves the right to require an additional or replacement barrier (e.g. fencing or gates) in the future if necessary in San Francisco’s judgment to separate traffic on the Service Road from trail users or to prevent trail users from entering San Francisco’s Valve Lot. All costs and expenses associated with the design and construction of the Public Trail shall be Holder’s responsibility. Upon the completion of construction of the Public Trail, Holder shall

prepare a survey of the actual alignment of the Public Trail and have a legal description of the Public Trail prepared based on such survey. If the Public Trail is located outside the Trail Easement Area due to changes in alignment of the Public Trail required because of site conditions, and if San Francisco in its sole discretion approves the deviation, the parties agree to record an amendment to this Agreement so that the Trail Easement includes the as-built legal description of the Public Trail. The General Manager of SFPUC shall have the authority to execute and record the amendment without further action by SFPUC's Commission or City's Board of Supervisors or Mayor. The General Manager of the District shall have the authority to execute and record the amendment without further action by District's Board of Directors.

(f) Patrol and Enforcement. When the Public Trail is constructed and opened for public use within the Trail Easement Area, Holder, at its expense, shall be responsible for patrolling the Trail Easement Area, enforcing the use restrictions described in subparagraph (d) above and other applicable laws, and providing emergency medical responses necessitated by public use of the Trail Easement Area. Holder shall coordinate with SFPUC and San Mateo County on emergency medical responses. Holder shall provide SFPUC with a summary of medical responses and enforcement incidents occurring within the Trail Easement Area on a monthly basis or at such other intervals as Holder and SFPUC may reasonably agree upon. If Holder's patrols and enforcement efforts are insufficient to address violations of the trail rules or this Agreement, San Francisco may avail itself of the remedies in **Section 21**. Holder shall have the right to access and use the Service Road in order to comply with the terms of this paragraph. Holder may contract with other public agencies, such as Menlo Park or East Palo Alto, or with contractors such as California Land Management, to perform or assist with the performance of Holder's patrol and enforcement obligations under this Section and **Section 1(d)** above.

(g) Trail Realignment. In the event that relocation of the Trail Easement is needed due to San Francisco's or another entity's operational needs, the Parties shall consult and provide for relocation of the Trail Easement to a mutually acceptable location.

(h) Repair and Maintenance.

(i) Responsibility for Maintenance, Repair and Replacement. Holder shall be responsible for operating, repairing and maintaining the Public Trail in good, clean and neat condition and for implementing, maintaining, repairing (and replacing when necessary) the Public Trail improvements, including trail gates, trail surface, any physical barrier constructed by or for Holder to separate the Public Trail from traffic on the Service Road or to prevent trail user access to San Francisco's facilities, and any associated drainage and erosion control improvements. In addition, Holder shall, maintain the Public Trail in a safe, passable condition and free of hazardous conditions including vegetation overgrowth and down trees. Holder shall perform all such operations, maintenance, repair and replacement at its sole cost and expense, except that for the section of the Public Trail that overlaps with San Francisco's Service Road, San Francisco and Holder shall each bear one-half the cost of the maintenance, repair and any necessary replacement of the surface of the trail and associated drainage improvements. Holder may contract with other public agencies, such as Menlo Park or East Palo Alto, or with contractors such as California Land Management, to perform or assist with the performance of Holder's obligations under this Section.

(ii) Project Review; SFPUC Requirements. Holder shall submit a project review application to San Francisco not less than ninety (90) days before undertaking any proposed construction, maintenance, repair or replacement of the Public Trail improvements (“**Project**”), and shall undergo SFPUC’s project review process (“**Project Review**”). After Holder has undergone Project Review for one or more trail maintenance projects, San Francisco’s Watershed Manager or his or her delegee shall have discretion to waive the Project Review meeting requirement (but not the Project Review application requirement) in subsequent similar cases. If SFPUC has not taken action to approve or disapprove Holder’s Project Review application within ninety (90) days after its submittal, such application shall be deemed approved and Holder may undertake the Project identified in the Project Review application, provided that: (i) Holder notifies San Francisco upon expiration of such 90-day period, that the Project will be deemed approved if San Francisco fails to take action to approve or disapprove the application within ten (10) days after receipt of such notice, and (ii) San Francisco fails to take action to approve or disapprove the Project within such 10-day period. If the timing or method of the proposed Project would adversely impact San Francisco’s Property or operations, Holder and San Francisco shall agree upon an alternate reasonable time period and/or method for the Project. If a drainage problem or other trail failure necessitates trail repairs outside of the Trail Easement Area but within San Francisco’s Property in order to maintain the integrity of the Public Trail, Holder shall obtain San Francisco’s written consent through the Project Review process prior to undertaking repairs outside of the Trail Easement Area, and such consent shall not be unreasonably withheld. In conducting any Project, Holder shall comply with all reasonable conditions and measures imposed by SFPUC. SFPUC may require that Holder obtain an SFPUC access permit and be prepared to display it to SFPUC staff during Holder’s maintenance, repair and construction operations on San Francisco’s Property. Any Project shall be conducted by Holder so as to minimize the impact to San Francisco’s Property and operations.

(iii) Notice to Construction Inspector and Dispatch Operator. At least ten (10) business days prior to the commencement of any permitted Project, Holder shall notify SFPUC’s construction inspector (“**Construction Inspector**”), currently at (650) 871-3015, of the date such Project shall commence and the intended construction schedule. The Construction Inspector may require Holder to adjust such schedule from time to time. Holder shall notify SFPUC’s dispatch operator (“**Dispatch Operator**”), currently at (650) 872-5900, 48 hours before commencing any approved Project, and during the period of such operations, Holder shall notify the Dispatch Operator daily when commencing and ending such Project in the Trail Easement Area.

(iv) Maintenance and Repair to Prevent Safety Hazards. Notwithstanding the foregoing notice and Project Review requirements, where conditions pose a risk of injury or harm to users of the Public Trail, Holder may conduct maintenance, repair or other action to minimize the risk of harm, including repair of potholes and pavement cracks, removal of vegetation or other obstructions on the Public Trail, replacement or repair of signage, repair or replacement of existing gates and fencing, and restriping of the Public Trail. Unless such condition requires an emergency repair as described in **Section 1(h)(v)**, below, at least ten (10) days prior to commencement of such work, Holder shall notify the Construction Inspector of the date such work shall commence and the intended construction schedule; Holder shall also notify the Dispatch Operator 48 hours before commencing such work, and during the period of such work, shall notify the Dispatch Operator daily when commencing and ending such work in the Trail Easement Area.

Notwithstanding the foregoing, if the Project would entail substantial excavation or potential significant impacts to sensitive species, wetlands, or other protected environmental or cultural resources, or if the Project would affect SFPUC's utility infrastructure, then Holder shall submit a Project Review application and obtain SFPUC's approval before undertaking the work, except for such emergency repair as provided in Section 1(h)(v), below.

(v) Emergency Repairs. Notwithstanding the foregoing notice and Project Review requirements, in the event of an emergency posing a threat to public health or safety or imminent injury to persons or damage to property, Holder may conduct maintenance or take other action needed to prevent or minimize a threat to public health or safety or imminent damage to property. In such instance, Holder shall contact the Dispatch Operator before commencing the work, and shall provide written notice as soon as reasonably practical thereafter (which may be after the emergency work is completed).

(vi) Failure to Perform. If Holder fails to perform any of its obligations under this Agreement to maintain the Public Trail and associated erosion control and drainage improvements in good condition, order and repair, then San Francisco may avail itself of the remedies described in **Section 21**.

(i) Survey. All survey costs to determine the location of the Trail Easement Area and the Public Trail shall be borne solely by Holder.

(j) Non-Exclusive Use; Reserved Rights. District acknowledges by acceptance of this Trail Easement that the present uses of the Trail Easement Area are compatible with the purpose of the Trail Easement. The Trail Easement shall be non-exclusive, and San Francisco reserves all rights that are not inconsistent with, and that do not unreasonably interfere with, Holder's use of the Trail Easement Area or its intended purposes as permitted under this Agreement, including without limitation the right, from time to time, to use the Trail Easement Area to (i) establish crossings by utilities, streets and walkways; (ii) maintain, repair, improve, use, replace, modify, expand and/or relocate roads on San Francisco's Property; (iii) maintain, operate, repair and replace as necessary any other existing improvements within the Trail Easement Area such as, without limitation, any fences, utility lines and water system facilities; (iv) erect new fences provided such fences do not unreasonably impede Holder's ability to patrol the Trail Easement Area or interfere with public use of the Trail Easement Area; (v) install, maintain, operate, repair and replace as necessary pipes, conduits and other water system facilities; (vi) install, maintain, operate, repair and replace as necessary utility lines and poles; (vii) conduct vegetation management operations consistent with San Francisco's vegetation management policy, as modified from time to time; (viii) take prudent actions to prevent, abate or mitigate significant injury to San Francisco's Property from causes beyond San Francisco's control, such as fire, flood, storm, earth movement and trespass; (ix) remove feral and/or non-native animal species as required by law or as deemed necessary by San Francisco in its sole discretion for conservation or public health reasons; and (x) pest control operations. This Agreement conveys no rights affecting the use of San Francisco's lands outside the Trail Easement Area, and San Francisco reserves the right to use its lands outside the Trail Easement Area in any lawful manner.

(k) If at any time San Francisco believes that the Public Trail should be closed for reasonable periods for safety reasons, habitat preservation, maintenance or SFPUC operational

needs, San Francisco will notify Holder at least ten (10) business days in advance, and San Francisco and Holder will jointly determine whether the Public Trail will be closed and the manner and duration of the trail closure. If the closure is to respond to an emergency, or for public safety reasons, San Francisco may close the Public Trail without the required notice but shall provide notice as soon as practicable before or after the closure but in no event more than three business days after the trail closure begins, and thereafter the Parties shall jointly determine the duration and any desired revisions to the manner of closure. San Francisco shall make every reasonable effort to provide detours or other alternate routes for the public during any period of trail closure exceeding seven (7) days; provided that San Francisco shall not be obligated to incur significant expenses to do so. San Francisco shall provide and post public notices of the closure ten days in advance of a closure at the closest trail access points or immediately at the site and within 24 hours at access points in the case of an emergency, and provide the Holder with a closure map suitable for public posting.

2. Release of Open Space Easement. As a condition to the effectiveness of the Trail Easement, Holder shall release and convey to San Francisco the Open Space Easement, by quitclaim deed or other instrument satisfactory to San Francisco.

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

4. Mechanic's Liens. Holder shall hold harmless, indemnify and defend San Francisco from and against any mechanic's or other liens arising from Holder's work or claims by contractors or laborers for compensation for work performed for Holder, including any liabilities, costs, losses, damages, expenses, causes of action, claims or judgments (including court costs and reasonable attorneys' fees) on account of such mechanic's or other liens or claims by contractors or laborers.

5. As-Is Conveyance. Holder agrees and acknowledges that San Francisco makes no representations or warranties as to the state of title or physical condition of the Trail Easement Area or its suitability for Holder's purposes. Neither San Francisco nor anyone acting for or on behalf of San Francisco has made any representation, statement, warranty or promise to Holder concerning the physical aspects or condition of the Trail Easement Area including, without limitation, conditions of the soil, land use restrictions, permits for the Trail Easement or its use, existence or non-existence of Hazardous Material, as defined below, or suitability for the purpose for which Holder plans on using the Trail Easement. Holder specifically acknowledges that it accepts the Trail Easement and Trail Easement Area in its "As-Is" physical condition and "As-Is" state of repair, with all faults, including any unauthorized encroachments that may currently exist or subsequently be placed within the Trail Easement Area. Nothing in this Agreement shall obligate San Francisco to cause encroachments to be removed, or to modify or repair the Trail Easement Area or any of San Francisco's Property or to maintain it to any particular standard. Holder shall have the right, but not the obligation, to take lawful measures, including litigation, to cause encroachments to be removed from the Trail Easement Area, and to the extent that the fee owner's cooperation is required in such measures, San Francisco shall reasonably cooperate in same; provided, however, that San Francisco shall not be required to incur expenses or assume liability in connection with such measures.

“**Hazardous Material**” means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. “Hazardous Material” includes, without limitation, any material or substance defined as a “hazardous substance, pollutant or contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a “hazardous waste” listed pursuant to Section 25140 of the California Health & Safety Code; any flammable materials, explosive, hazardous or toxic substances, or related materials defined in the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S.C. Sections 1801, et seq.), any asbestos and asbestos containing materials whether or not such materials are part of the Trail Easement Area or are naturally occurring substances in the Trail Easement Area, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term “release” or “threatened release” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Trail Easement Area. Holder shall have no cleanup liability, nor any obligation to defend, hold harmless or indemnify hereunder from and against any Claims (as defined in Section 8) resulting from any pre-existing Hazardous Material conditions not caused by Holder, or its agents or invitees, unless Holder’s or its agents’ or invitees’ handling, excavation, relocation, investigation, disposal or other exercise of control over San Francisco’s Property exacerbates such pre-existing Hazardous Material which results in San Francisco incurring new or additional costs, liability or other Claims, in which event Holder shall be responsible for cleanup and shall indemnify, defend and hold San Francisco and its officers, agents, employees and contractors harmless from such new or additional Claims only to the extent of such new or additional costs, liability and/or other Claims. The term “exacerbates” means an act that causes the increased migration of a plume of Hazardous Material in sediments, groundwater, or surface water or causes a release of Hazardous Material that had been contained until that act.

6. Assignment. The Holder shall have the ability to assign this trail easement to another public agency or to a non-profit entity with an open space or park purpose, in accordance with Public Resources Code 5540.6, subject to San Francisco’s prior written consent which San Francisco may grant or withhold at its reasonable discretion. In determining whether to approve a proposed assignment, San Francisco may consider such factors as the proposed assignee’s demonstrated ability and capacity, in terms of budget, personnel and experience, to perform the Holder’s obligations under this Agreement, including maintenance, repair, patrolling and enforcement obligations.

7. Insurance.

(a) Holder shall procure and keep in effect at all times during the term of this Agreement, at Holder’s expense, and cause its contractors and subcontractors to maintain at all times during any construction activities on the Trail Easement Area insurance as follows: (i) Commercial General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, personal injury, independent contractors, explosion, collapse and underground (XCU), Broadform Property Damage, Sudden and Accidental Pollution,

Products Liability and Completed Operations; (ii) Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired automobiles, as applicable, if Holder uses or causes to be used any vehicles in connection with its use of the Trail Easement Area, and (iii) Workers' Compensation Insurance, including employer's liability coverage with limits of not less than One Million Dollars (\$1,000,000) each accident. The requirements of this Section may be satisfied by delivery to San Francisco evidence reasonably satisfactory to San Francisco of equivalent insurance coverage provided by membership in a governmental agency self-insured program.

(b) All policies required hereunder shall provide for the following: (i) name as additional insureds the City and County of San Francisco, its Public Utilities Commission and its officers, agents and employees; (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limit of liability, and (iii) include a waiver of subrogation endorsement or provision wherein the insurer acknowledges acceptance of Holder's waiver of claims against San Francisco. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Sudden and accidental pollution coverage in the liability policies required hereunder shall be limited to losses resulting from Holder's activities (and Holder's agents and invitees) under this Agreement (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Material).

(c) All insurance policies required to be maintained by Holder hereunder shall be endorsed to provide thirty (30) days prior written notice to San Francisco of cancellation for any reason, intended non-renewal, or reduction in coverage to Holder. Notice to San Francisco shall be mailed to the address(es) for San Francisco set forth in **Section 11** below.

(d) Prior to the Effective Date of this Agreement, Holder shall deliver to San Francisco certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to San Francisco, evidencing the coverages required hereunder, together with complete copies of the policies at San Francisco's request. In the event Holder shall fail to procure such insurance, or to deliver such policies or certificates, San Francisco may procure, at its option and after providing reasonable notice of such to Holder, the same for the account of Holder, and the cost thereof shall be paid to San Francisco within thirty (30) days after delivery to Holder of bills therefor.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) Should any of the required insurance be provided under a claims made form, Holder shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the Agreement expiration or termination, to the effect that should any occurrences during the Agreement term give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

(g) Upon San Francisco's request, Holder and San Francisco shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Holder for risks comparable to those associated with the Trail Easement Area, then San Francisco in its sole discretion may require Holder to increase the amounts or coverage carried by Holder hereunder to conform to such general commercial practice.

(h) Holder's compliance with the provisions of this Section shall in no way relieve or decrease Holder's indemnification obligations under this Agreement or any of Holder's other obligations hereunder. Notwithstanding anything to the contrary in this Agreement, this Agreement shall terminate immediately, without notice to Holder, upon the lapse of any required insurance coverage. Holder shall be responsible, at its expense, for separately insuring Holder's personal property.

8. Indemnity. Holder will protect, indemnify, defend, and hold San Francisco and San Francisco's officers, directors, commissioners, employees, agents, volunteers, contractors, successors, assigns, members, and partners (each, an "**Indemnified Party**") harmless from and against any and all loss, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and all costs, disbursements and expense of legal counsel) (collectively, "**Claims**") imposed upon or incurred by or asserted against San Francisco or any other Indemnified Party by reason of or arising out of the occurrence or existence of any of the following (except to the extent such Claims are caused by San Francisco's negligence or willful misconduct): (a) any accident, injury or death of person(s) (including recreational trail visitors/users, invitees, contractors, employees, agents and workers) or losses of or damage to property occurring within the Trail Easement Area; or (b) any release or discharge of Hazardous Material, as defined in **Section 5**, caused by Holder or its agents, contractors or invitees, or (c) any failure by Holder to faithfully observe or perform any of the terms, covenants or conditions of this Agreement; or (d) arising out of or in any way connected with any use, possession, occupation, operation, maintenance, management or condition of the Trail Easement Area, or the Public Trail.

9. No Liability. Neither San Francisco nor any of its Board or Commission members, officers, agents, contractors or employees shall be liable for any loss, damage, or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to, any employee, invitees, agents or contractors of San Francisco, resulting from or arising out of any act or omission by Holder or its agents, contractors, volunteers or invitees, or the use or occupancy of the Trail Easement Area by Holder or its agents, contractors, volunteers or invitees, or directly or

indirectly from any state or condition of the Trail Easement Area, except to the extent such state or condition is caused by the negligence or willful misconduct of San Francisco.

10. Public Visitor Recreational Immunity. Any permission given by San Francisco for entry by public recreational visitors on or over the Trail Easement Area is given only for recreational purposes described in **Section 1(a)**, and San Francisco gives no assurances to public recreational visitors that such premises are safe for such purposes. It is the intent of this paragraph to preserve for San Francisco any and all recreational use immunities and any other immunities provided for under Section 831.4 of the California Government Code and Section 5075.4 of the California Public Resources Code and under any other applicable Laws or statutes, now or hereafter in effect, eliminating or limiting to the fullest extent permitted by law San Francisco's liability for, or providing immunity from, claims against San Francisco by third parties. It is also the intent of this paragraph to preserve for Holder any and all recreational use immunities and any other immunities provided under California Government Code Sections 831.4 and 831.7 and under any other applicable Laws or statutes, now or hereafter in effect, eliminating or limiting Holder's liability for, or providing immunity from, claims against Holder by third parties. This paragraph is not intended to, nor shall it be construed to, limit, affect or restrict any rights of either Party or its officers, directors, agents or employees to assert any claims against the other Party to which it may otherwise be entitled to under this Agreement.

11. Notice. All notices, demands, consents, requests, approvals, disapprovals, designations or other communications (all of the foregoing hereinafter referred to as "notice") that any Party hereto gives to any other Party shall be in writing and shall be (a) served personally, or (b) sent by United States Postal Service within the boundaries of the continental United States for registered or certified delivery, return receipt requested, with postage prepaid, or (c) sent by next business day courier, postage prepaid, in each case addressed to the applicable recipient as follows:

If to San Francisco: San Francisco Public Utilities Commission
Natural Resources and Land Management
525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
Attn: Division Manager
Re: Midpeninsula Trail
Email: TRamirez@sflower.org

With a copy to: San Francisco Public Utilities Commission
Real Estate Services
525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
Attn: Real Estate Director
Re: Midpeninsula Ravenswood Bay Trail
Email: RSRussell@sflower.org

and to: Office of the City Attorney
Real Estate/Finance Team
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Re: SFPUC/Midpeninsula Ravenswood Bay Trail
Facsimile: (415) 554-4755

If to District: Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022-1404
Attn: Real Property Manager
Telephone: (650) 691-1200
Facsimile: (650) 691-0485

and to: Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022-1404
Attn: General Manager

Either party may, from time to time, by written notice to the other, designate a different address that will be substituted for the relevant address or addresses set forth above. If at the time of the giving of any notice, the address set forth in the County's property tax rolls for the owner of San Francisco's Property or the Holder Preserve is different than the address set forth above or the last address given for notices hereunder, the notifying party shall also send the notice to the address in the County's tax rolls. Any correctly addressed notice given by a method that provides confirmation of delivery shall be deemed given upon the earliest of confirmed delivery, confirmed attempted delivery or confirmed rejection of delivery. To facilitate communication, the preference is for Parties to provide notice through multiple methods, which may include electronic mail or telefacsimile as a duplicative method; however, neither telefacsimile nor electronic mail shall be a sufficient method of providing notice.

12. Subordination. The Trail Easement shall be superior to any and all deeds of trusts, mortgages, liens, ground leases, licenses, covenants or encumbrances recorded after the recordation of this Agreement that affect San Francisco's Property, and this Agreement shall survive the foreclosure or termination of any such instrument or interest. If San Francisco encumbers San Francisco's Property or any portion thereof prior to conveyance of this Trail Easement to Holder, San Francisco shall use reasonable efforts to deliver an executed consent of lien holder in which any lien holder or mortgagor consents to the Trail Easement and agrees that Holder's rights shall not be affected by any foreclosure or other remedy under such encumbrance so long as Holder performs its obligations under this Agreement.

13. No Partnership. Nothing contained in this Agreement shall be construed as making San Francisco and Holder joint venturers or partners.

14. Taxes.

(a) Subject to applicable law, Holder recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Holder may be subject to the payment of property taxes levied on such interest under applicable law. Holder further recognizes and understands that any transfer or assignment permitted under this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder.

(b) Holder agrees to pay taxes, including possessory interest taxes, if any, that may be lawfully assessed on the interest created by this Agreement and to pay any other taxes, excises, licenses, permit charges or assessments based on Holder's usage of the Trail Easement that may be imposed upon Holder by applicable law. Holder shall pay all of such charges when they become due and payable and before delinquency.

(c) Holder agrees not to allow or suffer a lien for any such taxes to be imposed upon the Trail Easement Area or upon any equipment or property of Holder located thereon without promptly discharging the same, provided that Holder, if so desiring, may have the reasonable opportunity to contest the validity of the same.

15. Covenant Not to Discriminate. In the performance of its obligations under this Agreement, Holder covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, height, weight, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any San Francisco employee working with, or applicant for employment with Holder.

16. Notification of Limitations on Contributions. Through its execution of this Agreement, Holder acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with San Francisco for the selling or leasing of any land or building to or from San Francisco whenever such transaction would require the approval by a San Francisco elective officer, the board on which that San Francisco elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (1) the San Francisco elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Holder acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Holder further acknowledges that the prohibition on contributions applies to Holder, each member of Holder's board of directors, and Holder's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in Holder; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Holder. Additionally, Holder acknowledges that Holder must inform each of the persons described in the preceding sentence of the prohibitions

contained in Section 1.126. Holder further agrees to provide to San Francisco the names of each person, entity or committee described above.

17. Tropical Hardwoods and Virgin Redwoods. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Holder agrees that, except as permitted by the application of Sections 802(b) and 803(b), Holder shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Agreement.

18. Restrictions on Use of Pesticides. Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or "**IPM Ordinance**") describes an integrated pest management ("**IPM**") policy to be implemented by all departments of San Francisco. Holder shall not use or apply or allow the use or application of any pesticides on the Trail Easement Area or contract with any party to provide pest abatement or control services to the Trail Easement Area without first receiving San Francisco's written approval of an IPM plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Holder may need to apply to the Trail Easement Area, (ii) describes the steps Holder will take to meet the San Francisco's IPM Policy described in Section 300 of the IPM Ordinance and (iii) identifies, by name, title, address and telephone number, an individual to act as the Holder's primary IPM contact person with San Francisco. Holder shall comply, and shall require all of Holder's contractors to comply, with the IPM plan approved by San Francisco and shall comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Holder were a San Francisco department. Among other matters, such provisions of the IPM Ordinance: (a) provide for the use of pesticides only as a last resort, (b) prohibit the use or application of pesticides on property owned by San Francisco, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by San Francisco's Department of the Environment), (c) impose certain notice requirements, and (d) require Holder to keep certain records and to report to San Francisco all pesticide use at the Trail Easement Area by Holder's staff or contractors.

If Holder or Holder's contractor will apply pesticides at the Trail Easement Area, Holder must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation ("**CDPR**") and any such pesticide application shall be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. San Francisco's current Reduced Risk Pesticide List and additional details about pest management on property owned by San Francisco can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

19. Conflict of Interest. Through its execution of this Agreement, Holder acknowledges that it is familiar with the provisions of Sections 15.103 of the San Francisco Charter, Article III, Chapter 2 of San Francisco's Campaign and Governmental Conduct Code and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that

if Holder becomes aware of any such fact during the term of this Agreement, Holder shall immediately notify San Francisco.

20. Disclosure. Holder understands and agrees that San Francisco's Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Law (Gov't Code Section 6250 et seq.) apply to this Agreement and any and all records, information, and materials submitted to San Francisco in connection with this Agreement. Accordingly, any and all such records, information and materials may be subject to public disclosure in accordance with San Francisco's Sunshine Ordinance and the State Public Records Law. Holder hereby authorizes San Francisco to disclose any records, information and materials submitted to San Francisco in connection with this Agreement.

21. Remedies

(a) Meet and Confer. In the event either Party believes the other Party to this Agreement has failed to comply with its terms, or wishes to propose an amendment to this Agreement to address any term or condition herein, or to discuss any operational issues concerning the Trail Easement, the Parties agree to meet and confer within thirty (30) days of receipt of a written request for consultation delivered to the other Party as set out in **Section 11** herein. Notwithstanding the foregoing, if a Party, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate imminent, significant injury to persons, damage to property, or impairment of the security of San Francisco's facilities, such Party may pursue its remedies at law or in equity without pursuing the 30-day meet-and-confer process. Nothing in this paragraph shall diminish any right or remedy of either Party.

(b) Self Help. If San Francisco notifies Holder of a material default in Holder's performance of any of its maintenance, repair, patrol and/or enforcement obligations under **Section 1** or Holder's material failure to pay sums owed by Holder under this Agreement, and Holder does not satisfactorily remedy the situation within 30 days after meeting and conferring pursuant to **Section 21(a)**, San Francisco reserves the right, at its option, upon not less than ten (10) business days' prior notice to Holder, to (a) close the Public Trail within the Trail Easement Area until Holder provides an acceptable plan and the resources to cure the problem, or (b) remedy such failure for Holder's account and at Holder's expense. Notwithstanding the foregoing, no such prior notice shall be required if San Francisco, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate imminent, significant injury to persons, damage to property, or impairment of the security of San Francisco's facilities. Such action by San Francisco shall not be construed as a waiver of any other rights or remedies of San Francisco under this Agreement, and nothing herein shall imply any duty of San Francisco to do any act that Holder is obligated to perform. Within thirty (30) days after delivery of SFPUC's invoice for costs reasonably incurred by San Francisco under alternative (b) above, Holder shall pay the amount of the invoice to San Francisco; provided, however, if Holder reasonably disputes the amount, Holder shall timely pay the amount not in dispute and with such payment shall deliver notice of the amount in dispute and the specific reasons for such dispute. Holder and SFPUC shall negotiate in good faith and Holder shall pay SFPUC within 30 days after the parties agree on the costs and expenses reasonably incurred by San Francisco in remedying or attempting to remedy such failure. If the parties fail to reach agreement on the amount owed within sixty (60) days after Holder delivers the

original invoice, San Francisco may avail itself of any and all remedies available at law or in equity. Holder's obligations under this Section shall survive the termination of this Agreement.

22. Miscellaneous

(a) Non-Liability of San Francisco Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other agent of San Francisco shall be personally liable to Holder, its successors and/or assigns, in the event of any default or breach by San Francisco or for any amount which may become due to Holder, its successors and assigns, or for any obligation of San Francisco under this Agreement.

(b) Interpretation. The captions of this Agreement are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Agreement and they shall not affect the interpretation hereof. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. Provisions in this Agreement relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or San Francisco holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement, or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation," "but not limited to" or similar words, are used.

(c) Exhibits. Each of the Exhibits referenced in this Agreement is attached hereto and incorporated herein. Each of the Recitals set forth above is incorporated into this Agreement.

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

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

(f) Written Consent Required. Whenever a Party is requested to consent or to approve of any matter with respect to which its consent or approval is required by this Agreement, such consent or approval shall be given in writing. Whenever this Agreement requires or permits the giving by San Francisco or SFPUC of any consent, approval or waiver, the General Manager of SFPUC, or his or her designee, shall be authorized to provide such consent, approval or waiver, except as otherwise provided by applicable law, including San Francisco's Charter, or by SFPUC's Real Estate Guidelines.

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

(h) Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to

persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.

(i) Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of California and San Francisco's City Charter.

(j) Attorney Fees. If either Party commences an action against the other or a dispute arises under this Agreement, the prevailing Party shall be entitled to recover from the other reasonable attorneys' fees and costs and experts' fees and costs, and all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). If either party uses in-house counsel in such dispute, then for purposes hereof reasonable attorneys' fees for such counsel shall be based on the fees regularly charged by private attorneys with comparable experience in the jurisdiction in which such in-house attorney's office is located. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term "costs" shall mean the costs and expenses of counsel to the parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

(k) Necessary Approvals. San Francisco's obligations hereunder are contingent upon approval of this instrument by San Francisco's Public Utilities Commission, Board of Supervisors and Mayor, each in their respective sole discretion, and the Public Trail Easement shall be null and void if such approval is not obtained.

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

///

///

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

SAN FRANCISCO:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
John Updike, Director of Property

Date: _____

APPROVED AS TO FORM:

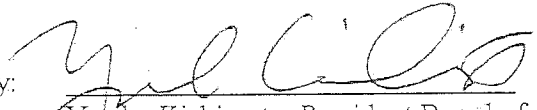
By: _____
Carolyn Johnson Stein
Deputy City Attorney

San Francisco Public Utilities Commission
Resolution No.: _____
Adopted _____, _____

San Francisco Board of Supervisors
Resolution No.: _____
Adopted _____, _____

DISTRICT:

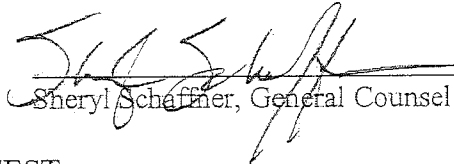
MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a Public District formed pursuant to Section 3 of Chapter 3 of Division 5 of the California Public Resources Code

By: 
Yotiko Kishimoto, President Board of Directors

Date: 11-16-16

Approved by Resolution # 16-60 on November 16 2016

APPROVED AS TO FORM:

By: 
Sheryl Schaffner, General Counsel

ATTEST:

By: 
Jennifer Woodworth, District Clerk

Exhibit A

Legal Description of San Francisco's Property

Real property situated in San Mateo County, California, which is described under the headings *Parcel 46 Ravenswood Lands* and *Parcel 47 Ravenswood Road* in that Indenture dated March 3, 1930, recorded in the San Mateo County Recorder's Office on March 3, 1930, in Volume 491 at Page 1 of Official Records.

Exhibit B

LEGAL DESCRIPTION

The land referred to herein below is situated in the City of Menlo Park, County of San Mateo, State of California and is described as follows:

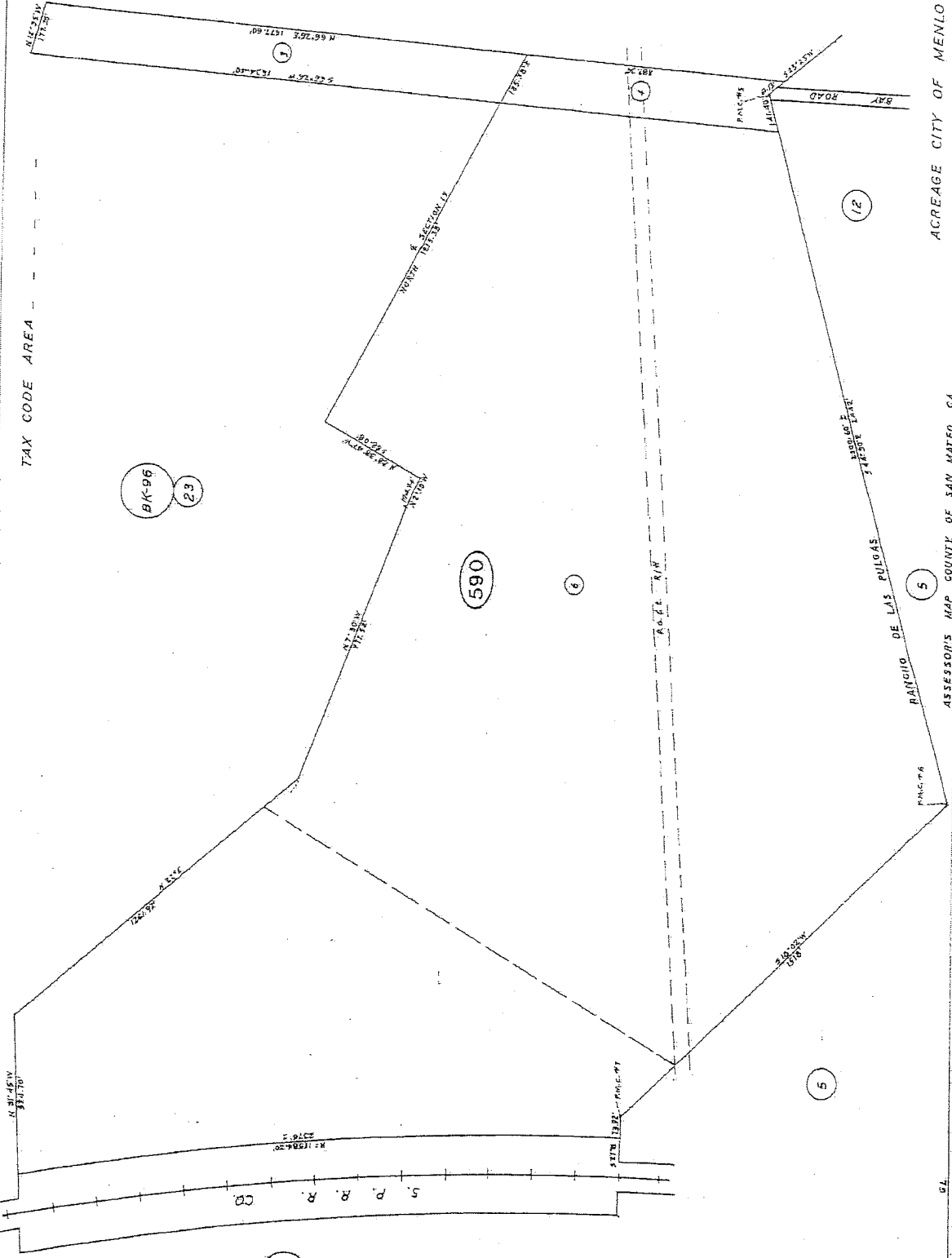
Commencing at Station "P.M.C. 7" of the Official Survey of the Rancho de las Pulgas; thence south 18°02' west 23 chains to the Station "P.M.C. 6", south 44°30' east 37 chains to Station "P.M.C. 5", south 23°23' west 61.13 feet; thence leaving said Rancho line North 66°26' east 889.3 feet to the southerly terminus of that line described in Boundary Agreement, between Westbay Community Associates and Leslie Salt Company, recorded October 25, 1977 in Book 7639 of Official Records at page 283 (File No. 87853-AL), Records of San Mateo County, California, said terminus being described therein as being a point which is located south 00°55'58" west 85.43 feet from a 2" x 2" wooden stake set for the north quarter corner of Section 30, T. 2 S., R. 2 W., Mt. Diablo Meridian, said stake set 104.49 feet southerly of a found 3/4" iron pipe monument tagged "R.C.E. 5476", and 85.50 feet northerly of a similar found monument, and both of which found monuments are shown on the Record of Survey Map of 6.62 acre parcel in Menlo Park, California, recorded December 29, 1960 in Block 4 of L.L.S. Maps at page 100, Records of San Mateo County, California, and said quarter corner being distant north 22°22'46" east 394.05 feet from a survey control point called "488-4", being a remset nail" and a tin on the east footing of P.G. & E. Tower No. 10/68/2; thence northerly, and along the line described in said boundary line agreement the following courses; north 0°55'58" east 1399.70 feet, north 88°38'47" west 381.53 feet, north 1°31'15" west 104.70 feet, north 6°26'09" west 970.36 feet, north 22°46'01" west 1249.03 feet, and north 30°06'17" west 580 feet, more or less to the southeasterly line of the Southern Pacific Company 250 foot wide right of way and the named boundary, on a curve to the right, with a radius of 11,584.2 feet, an arc distance of 36 chains, more or less to a point on that certain course in the boundary of said Rancho de las Pulgas, extending from Station "P.M.C. 7" to P.M.C. "8"; thence along said course south 27° east 1.12 chains, more or less to the point of commencement.

APN: 063-590-060

63-59



TAX CODE AREA



BK-96
23

BK-93
60

590

58

12

5

5

Exhibit C
Legal Description of and Plat Map of Trail Easement



ENGINEERS
SURVEYORS
PLANNERS

November 29, 2016

EXHIBIT C
LEGAL DESCRIPTION

All that certain real property situated partly in the City of East Palo Alto, County of San Mateo, State of California, being a portion of those certain parcels of land described in the deed to the City and County of San Francisco recorded March 3, 1930, in Volume 491 of Official Records at Page 1 (491 OR 1), Official Records of said county, being more particularly described as follows:

Being a portion of Parcel 46 and Parcel 47 as described on pages 57 & 58 in said deed 491 OR 1, more particularly described as follows:

BEGINNING at a point on the easterly right-of-way line of University Avenue, said point bears North $00^{\circ}37'02''$ West, 84.06 feet from the most westerly corner of Lot 3, Block 13, Tract No. 654, University Village Subdivision filed June 19, 1952, in Book 35 of Maps at Page 19, Records of said County;

Thence leaving said line along the line of said Parcel 46, North $35^{\circ}52'53''$ East 6.38 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said line, North $35^{\circ}52'53''$ East, 25.09 feet;

Thence leaving said line, North $88^{\circ}44'52''$ East, 2.86 feet to the beginning of a tangent curve to the left;

Thence along said curve, having a radius of 11.00 feet, through a central angle of $51^{\circ}45'38''$, an arc length of 9.94 feet;

Thence North $36^{\circ}59'15''$ East, 325.32 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 80.00 feet, through a central angle of $38^{\circ}23'25''$, an arc length of 53.60 feet;

Thence North $75^{\circ}22'39''$ East, 29.61 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 11,513.20 feet, through a central angle of $4^{\circ}48'33''$, an arc length of 966.36 feet to a point of reverse curvature;

Thence along said curve having a radius of 70.00 feet, through a central angle of $32^{\circ}58'56''$, an arc length of 40.30 feet to a point of reverse curvature;

Thence along said curve having a radius of 70.00 feet, through a central angle of $33^{\circ}27'04''$, an arc length of 40.87 feet;

Thence North $69^{\circ}44'37''$ East, 113.35 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 70.00 feet, through a central angle of $21^{\circ}15'40''$, an arc length of 25.98 feet;



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PLANNERS

Thence North $48^{\circ}28'56''$ East, 49.19 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 70.00 feet, through a central angle of $20^{\circ}35'27''$, an arc length of 25.16 feet to a point of reverse curvature;

Thence along said curve having a radius of 11,509.20 feet, through a central angle of $1^{\circ}11'26''$, an arc length of 239.13 feet to a point of reverse curvature;

Thence along said curve having a radius of 50.00 feet, through a central angle of $42^{\circ}32'03''$, an arc length of 37.12 feet;

Thence South $69^{\circ}34'59''$ East, 202.95 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 70.00 feet, through a central angle of $22^{\circ}27'04''$, an arc length of 27.43 feet;

Thence North $87^{\circ}57'57''$ East, 495.58 feet to the easterly line of said Parcel 46;

Thence along said easterly line, South $18^{\circ}11'42''$ West, 21.31 feet;

Thence leaving said line, South $87^{\circ}57'57''$ West, 488.21 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 90.00 feet, through a central angle of $22^{\circ}27'04''$, an arc length of 35.27 feet;

Thence North $69^{\circ}34'59''$ West, 202.95 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 30.00 feet, through a central angle of $42^{\circ}32'03''$, an arc length of 22.27 feet to a point of reverse curvature;

Thence along said curve having a radius of 11,529.20 feet, through a central angle of $1^{\circ}11'26''$, an arc length of 239.54 feet to a point of reverse curvature;

Thence along said curve having a radius of 50.00 feet, through a central angle of $20^{\circ}35'27''$, an arc length of 17.97 feet;

Thence South $48^{\circ}28'56''$ West, 49.19 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 90.00 feet, through a central angle of $21^{\circ}15'40''$, an arc length of 33.40 feet;

Thence South $69^{\circ}44'37''$ West, 113.45 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 90.00 feet, through a central angle of $33^{\circ}27'04''$, an arc length of 52.54 feet to a point of reverse curvature;



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SURVEYORS
PLANNERS

November 29, 2016

Thence along said curve having a radius of 50.00 feet, through a central angle of $32^{\circ}58'56''$, an arc length of 28.78 feet to a point of reverse curvature;

Thence along said curve having a radius of 11,533.20 feet, through a central angle of $4^{\circ}47'06''$, an arc length of 963.16 feet;

Thence South $75^{\circ}21'55''$ West, 34.52 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 60.00 feet, through a central angle of $38^{\circ}23'25''$, an arc length of 40.20 feet;

Thence South $36^{\circ}59'15''$ West, 325.32 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 31.00 feet, through a central angle of $51^{\circ}45'38''$, an arc length of 28.01 feet;

Thence South $88^{\circ}44'42''$ West, 18.00 feet to the **TRUE POINT OF BEGINNING**.

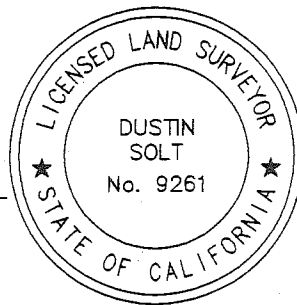
Containing 53,775 square feet or 1.23 acres, more or less.

All bearings and distances shown on this Exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.000055883. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.00011177.

A plat showing the above-described parcels is attached herein and made a part hereof as "**EXHIBIT C-1**"

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

Dustin Solt, PLS 9261



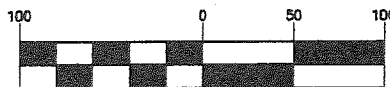
END OF DESCRIPTION

EXHIBIT C-1

NOTE:

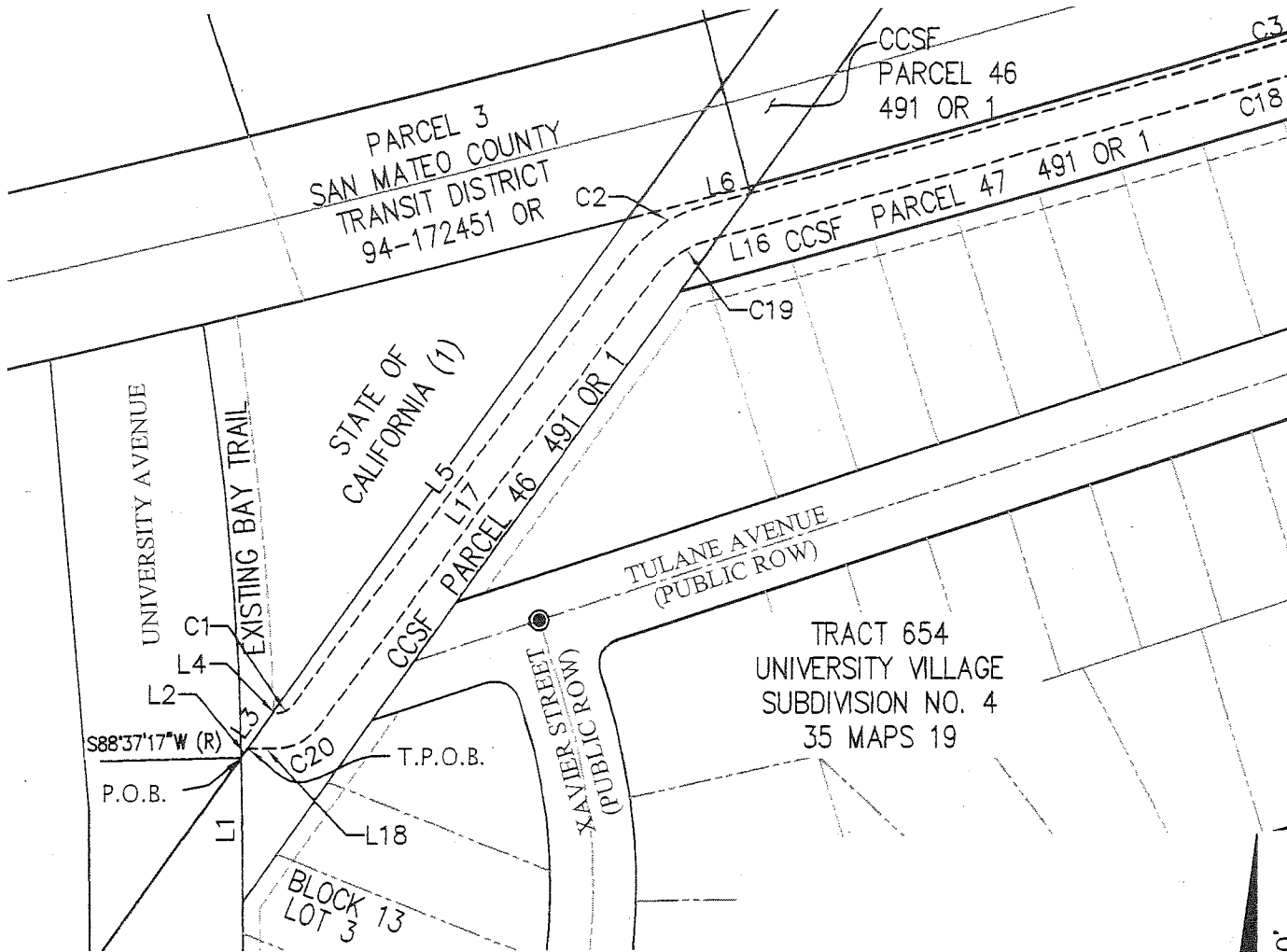
ALL BEARINGS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83), CALIFORNIA COORDINATE SYSTEM, ZONE III, EPOCH 1991.35. ALL DISTANCES SHOWN ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCE, MULTIPLY EXPRESSED DISTANCES BY 1.000055883. AREAS SHOWN ARE CALCULATED USING GRID DISTANCES. TO CONVERT TO GROUND AREA, MULTIPLY THE EXPRESSED AREA BY 1.00011177.

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.



MATCH LINE - SEE NEXT SHEET

RECORD REFERENCES:

(1) PARCEL 45857-3 LANDS OF THE STATE OF CALIFORNIA 21095AT OR

LEGEND

- APN ASSESSOR'S PARCEL NUMBER
- CCSF LANDS OF CITY AND COUNTY OF SAN FRANCISCO
- C# CURVE TABLE REFERENCE
- LLS LICENSED LAND SURVEYOR'S
- L# LINE TABLE REFERENCE
- OR OFFICIAL RECORDS
- P.O.B. POINT OF BEGINNING
- (R) RADIAL
- T.P.O.B. TRUE POINT OF BEGINNING



255 SHORELINE DRIVE
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject TRAIL EASEMENT - EXHIBIT C-1

Job No. 20100085-51
 By DS Date 11/29/16 Chkd. DES
 SHEET 1 OF 5

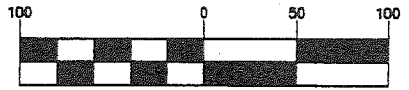
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EXHIBIT C-1

NOTE:

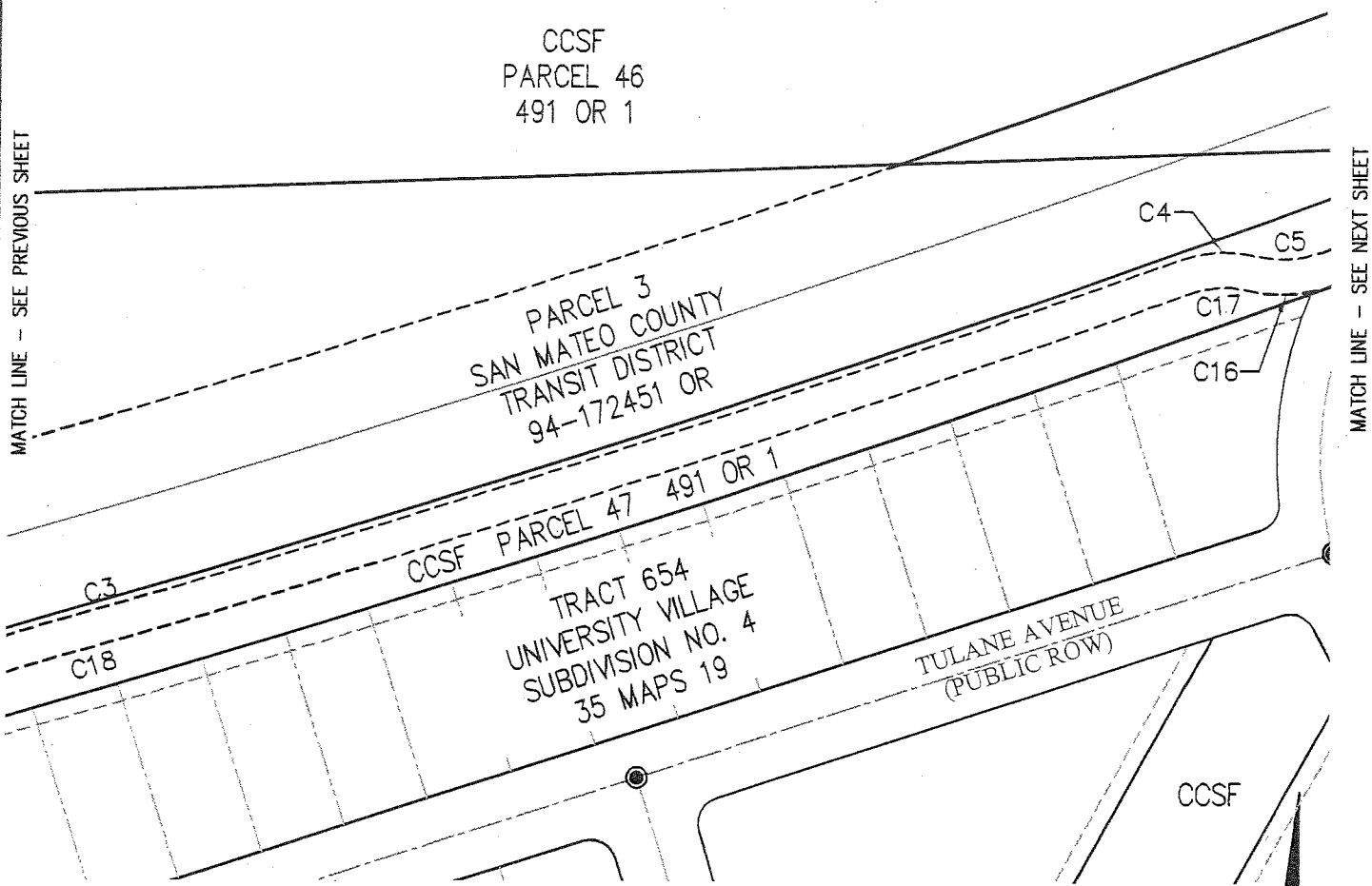
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GRAPHIC SCALE



(IN FEET)

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By DS Date 11/29/16 Chkd. DES

SHEET 2 OF 5

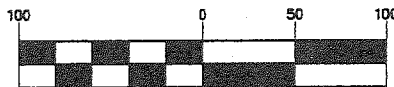
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EXHIBIT C-1

NOTE:

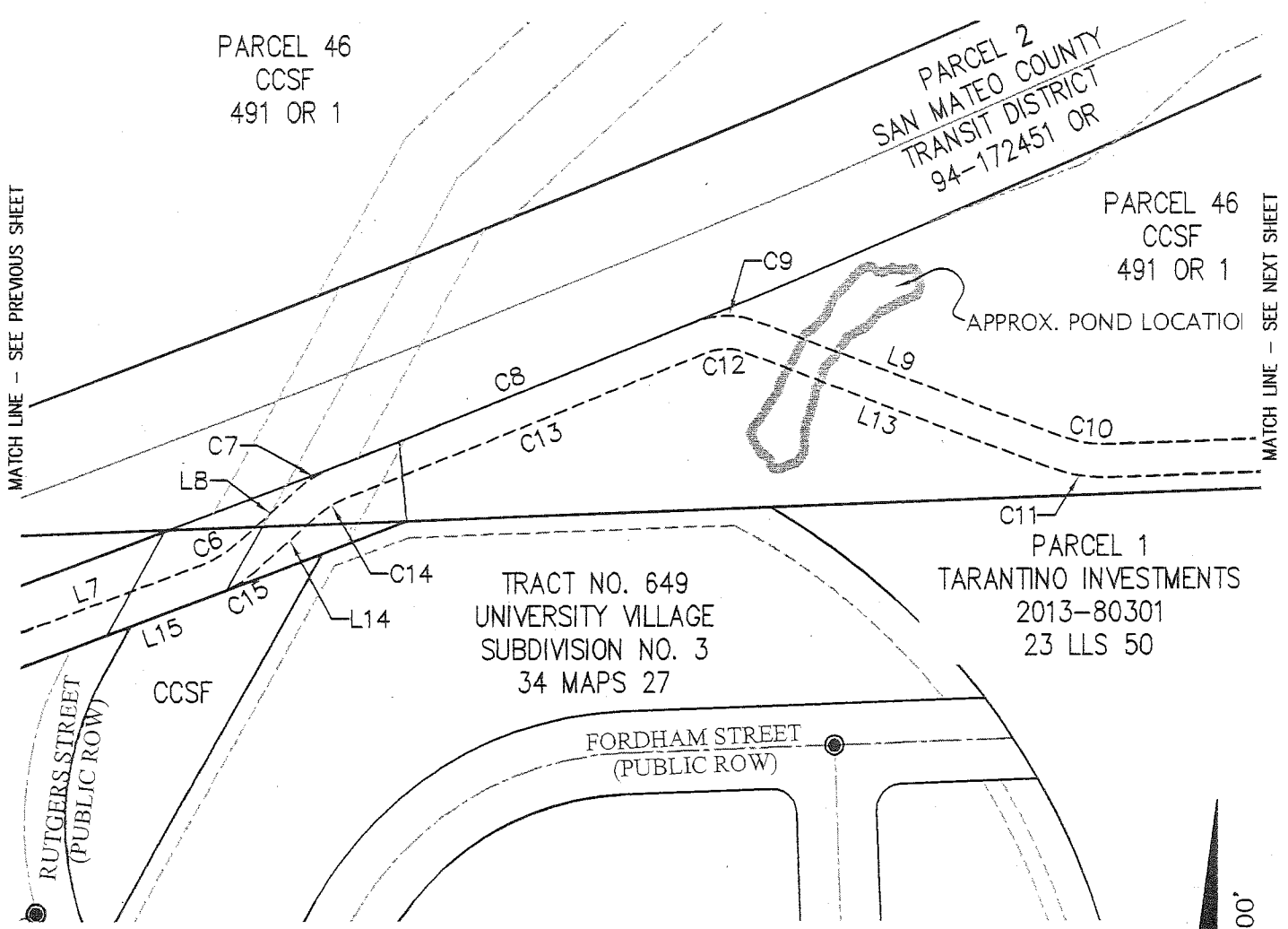
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GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.



MATCH LINE - SEE PREVIOUS SHEET

MATCH LINE - SEE NEXT SHEET

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Job No. 20100085-51

By DS Date 11/29/16 Chkd. DES

SHEET 3 OF 5

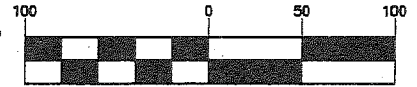
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EXHIBIT C-1

NOTE:

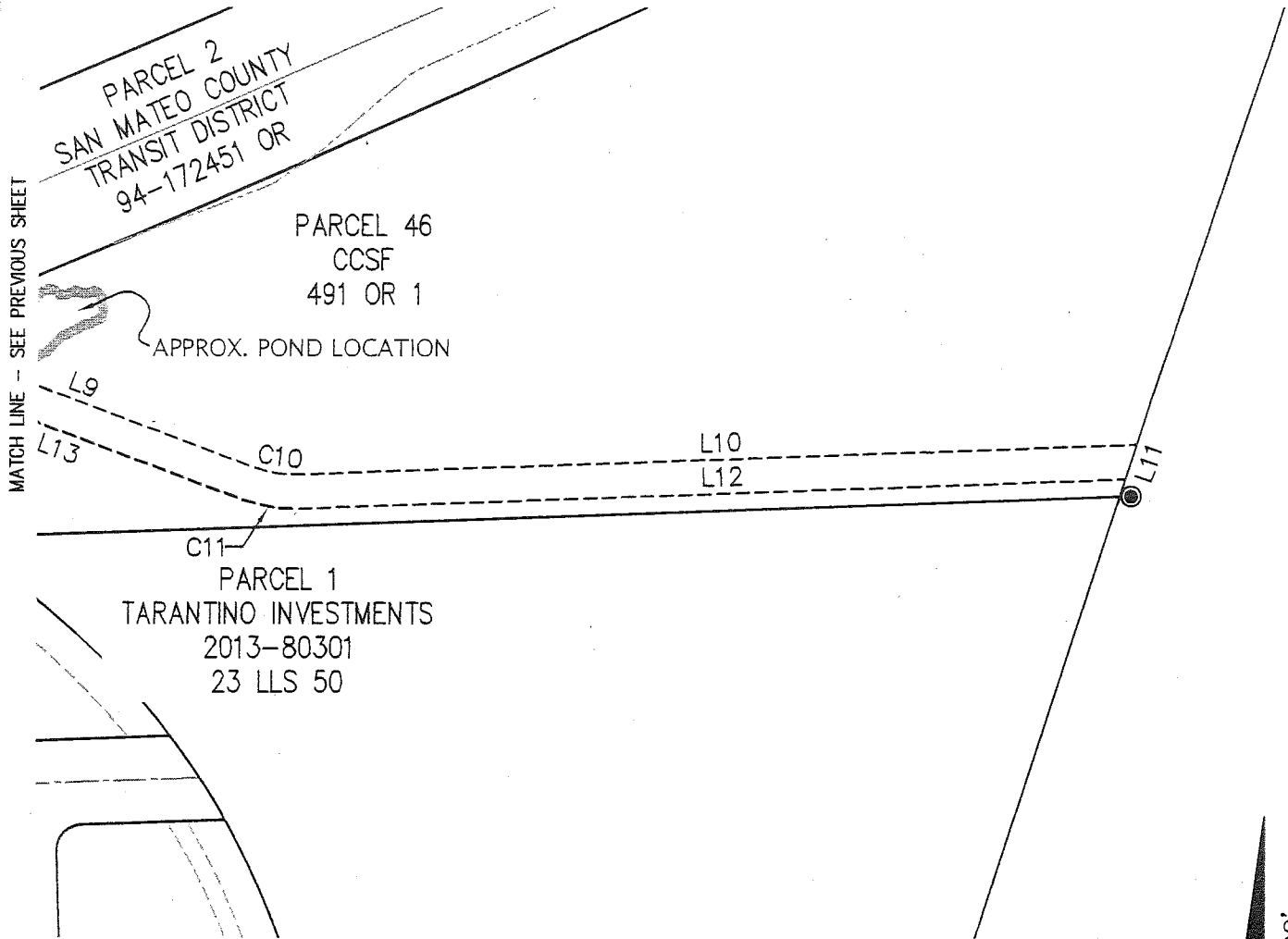
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Subject TRAIL EASEMENT - EXHIBIT C-1

Job No. 20100085-51
 By DS Date 11/29/16 Chkd. DES
 SHEET 4 OF 5

PLOT BY: [illegible]

EXHIBIT C-1

NOTE:

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| LINE TABLE | | |
|------------|---------|-------------|
| LINE NO. | LENGTH | DIRECTION |
| L1 | 84.06' | N00°37'02"W |
| L2 | 6.38' | N35°52'53"E |
| L3 | 25.09' | N35°52'53"E |
| L4 | 2.86' | N88°44'52"E |
| L5 | 325.32' | N36°59'15"E |
| L6 | 29.61' | N75°22'39"E |
| L7 | 113.35' | N69°44'37"E |
| L8 | 49.19' | N48°28'56"E |
| L9 | 202.95' | S69°34'59"E |
| L10 | 495.58' | N87°57'57"E |
| L11 | 21.31' | S18°11'42"W |
| L12 | 488.21' | S87°57'57"W |
| L13 | 202.95' | N69°34'59"W |
| L14 | 49.19' | S48°28'56"W |
| L15 | 113.45' | S69°44'37"W |
| L16 | 34.52' | S75°21'55"W |
| L17 | 325.32' | S36°59'15"W |
| L18 | 18.00' | S88°44'52"W |

| CURVE TABLE | | | |
|-------------|---------|-----------|-----------|
| CURVE NO. | LENGTH | RADIUS | DELTA |
| C1 | 9.94' | 11.00' | 51°45'38" |
| C2 | 53.60' | 80.00' | 38°23'25" |
| C3 | 966.36' | 11513.20' | 4°48'33" |
| C4 | 40.30' | 70.00' | 32°58'56" |
| C5 | 40.87' | 70.00' | 33°27'04" |
| C6 | 25.98' | 70.00' | 21°15'40" |
| C7 | 25.16' | 70.00' | 20°35'27" |
| C8 | 239.13' | 11509.20' | 1°11'26" |
| C9 | 37.12' | 50.00' | 42°32'03" |
| C10 | 27.43' | 70.00' | 22°27'04" |
| C11 | 35.27' | 90.00' | 22°27'04" |
| C12 | 22.27' | 30.00' | 42°32'03" |
| C13 | 239.54' | 11529.20' | 1°11'26" |
| C14 | 17.97' | 50.00' | 20°35'27" |
| C15 | 33.40' | 90.00' | 21°15'40" |
| C16 | 52.54' | 90.00' | 33°27'04" |
| C17 | 28.78' | 50.00' | 32°58'56" |
| C18 | 963.16' | 11533.20' | 4°47'06" |
| C19 | 40.20' | 60.00' | 38°23'25" |
| C20 | 28.01' | 31.00' | 51°45'38" |



255 SHORELINE DRIVE
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 650-482-6300
 650-482-6399 (FAX)

Subject TRAIL EASEMENT - EXHIBIT C-1

Job No. 20100085-51
 By DS Date 11/29/16 Chkd. DES
 SHEET 5 OF 5

EXHIBIT B

Quitclaim of Open Space Easement

(See following page)

WHEN RECORDED MAIL TO:

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

NO TRANSFER TAX DUE
PUBLIC AGENCY ACQUIRING TITLE,
CALIFORNIA REVENUE AND
TAXATION
CODE SECTION 11922
Deed to a Public Entity

QUITCLAIM DEED

DULY RECORDED WITHOUT FEE
Pursuant to Government Code
Sections 6103, 27383.

BY: McW...

For valuable consideration, receipt of which is hereby acknowledged, **MIDPENINSULA REGIONAL OPEN SPACE DISTRICT ("Grantor")**, a public district, does hereby **REMISE, RELEASE AND QUITCLAIM** to the **CITY AND COUNTY OF SAN FRANCISCO ("Grantee")**, a municipal corporation, all of its right, title and interest in the easement granted to Grantor by Grantee in the GRANT OF OPEN SPACE EASEMENT AND AGREEMENT filed in the office of the County Recorder of San Mateo County, State of California, on January 31, 2011, as Instrument 2011-012365 ("**Easement Agreement**"). Upon the execution and recording of this Quitclaim Deed, the Easement Agreement shall have no further force or effect.

APNs 093-590-030, 093-590-050 and 093-590-060 (Portion)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

Midpeninsula Regional Open Space District

Stephen E. Abbors
Stephen E. Abbors, General Manager

State of California
County of Santa Clara

On November 16th, 2016 before me, Jennifer Woodworth, notary public personally appeared Stephen E. Abbors

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/her/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.

Jennifer Woodworth
Signature

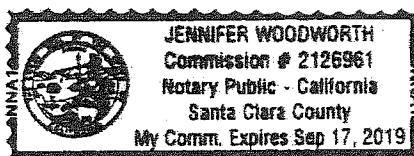


EXHIBIT C

Preliminary Report



Issuing Policies of Chicago Title Insurance Company

Order No.: 15604104-156-TAD-JM

Title Officer: Jeff Martin

TO:

Chicago Title Company
455 Market Street, Suite 2100
San Francisco, CA 94105
(415) 788-0871
(415) 896-9423

ATTN: Terry Duwel

PROPERTY ADDRESS: 5000 University Avenue, Menlo Park, CA

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Nebraska Corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Company

By: *Jeffery B. Oliver*
Authorized Signature



By: *Randy Gurk*
Randy Gurk, President

Attest: *Michael Gravelle*
Michael Gravelle, Secretary



PRELIMINARY REPORT

EFFECTIVE DATE: October 5, 2016 at 7:30 a.m.

ORDER NO.: 15604104-156-TAD-JM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

City and County of San Francisco, a municipal corporation

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MENLO PARK AND PARTLY IN THE CITY OF EAST PALO ALTO IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

That certain strip of land 50 feet wide conveyed to Southern Pacific Company by Geraldine E.C. Frisbie by deed dated January 18, 1908, and recorded in Volume 147 of Deeds at Page 248, in the office of the County Recorder of San Mateo County, said strip or tract of land lying on the southerly side of the constructed main line track of the Central California Railway Company's railroad between two lines drawn parallel to and 50 feet and 100 feet distant, respectively, measured at right angles southeasterly from the surveyed "A" center line of the Central California Railway Company; and bounded on the Easterly side by the dividing line between the property of the Spring Valley Water Company and the property formerly owned by Geraldine E.C. Frisbie, which property line intersects said surveyed center line at Engineer Survey Station "A" 608 + 73; and on the Westerly side by the Southeasterly line of a private road belonging to Spring Valley Water Company, which Southeasterly road line forms the Northwesternly boundary of the said property formerly belonging to Geraldine E.C. Frisbie, which line intersects said surveyed center line at Engineer Survey Station "A" 617 + 78.3.

Parcel Two:

Commencing at a point on the Northerly boundary line of the Rancho de las Pulgas, distant thereon North 35° East 2.97 chains from Station "P.M.C. 11" of said Rancho; running thence along said Rancho line North 35° East 25.03 chains to Station "P.M.C. 10," North 45° 30' East 17 chains to Station "P.M.C. 9," East 5 chains to Station "P.M.C. 8," South 27° East 17 chains to Station "P.M.C. 7," South 18° 02' West 4.98 chains; thence leaving said Rancho line South 87° West 29.04 chains to a point distant 50 feet at right angles Southeasterly from the Northerly line of said Rancho; thence South 35° West 13.78 chains parallel to said Rancho line and distant 50 feet at right angles Southeasterly therefrom; thence South 1° 04' East 47.95 chains to the center line of the county road known as the "Bay Road;" thence along the center line of said road South 88° 30' West 50 feet; thence leaving the center line of said road North 1° 04' West 48.20 chains to the Northerly line of said Rancho de las Pulgas and the point of commencement, being a portion of the Rancho de las Pulgas.

Excepting therefrom that portion of Tract A hereinabove described in Parcel 45 (San Mateo County lands) contained within the boundaries of Parcel 46; and also excepting land described as follows:

A strip of land 100 feet wide, 50 feet each side of the surveyed "A" center line of the Central California Railway Company, said surveyed center line being described as follows:

Commencing at the point where said surveyed line intersects the Easterly boundary line of the Rancho de las Pulgas, which point bears South 27° East 923.4 feet, more or less, along said Easterly boundary line from a post marked "P.M.C. 8;" thence running Southerly and Westerly on a curve to the right with a radius of 11,459.2 feet, a distance of 1322.6 feet, more or less, to Engineer Survey Station "A" 608 + 72, a point in the boundary line between property of Spring Valley Water Company and property formerly belonging to Geraldine E.C. Frisbie, which point bears North 87° East 690.7 feet, more or less, from the Northwesternly corner of the property formerly belonging to Geraldine E.C. Frisbie.

JPN: 093-059-590-03A
093-059-590-05A
093-059-590-06A

APN: 093-590-030
093-590-050
093-590-060

**EXHIBIT A
(Continued)**

Excepting from Parcels One and Two

A strip of land 100 feet wide, lying 50 feet each side of the surveyed "A" center line of the Central California Railway Company, said surveyed center line being described as follows:

Commencing at the point of intersection of said surveyed center line with the Northwestern boundary line of the property of the Southern Pacific Company and formerly belonging to Geraldine E.C. Frisbie, said Northwestern boundary line being also the Southeastern line of a private road, at a point on said surveyed center line known as Engineer Survey Station "A" 617 + 78.3 and being South 35° West 304.7 feet, more or less, from the Northwestern corner of said property of the Southern Pacific Company; thence from said point of commencement, crossing said private road and continuing across a portion of the Southeast quarter of Section 24, Township 5 South, Range 3 West, M.D.M., Southerly and Westerly on a curve to the right, having a radius of 11,459.2, a distance of 1081.7 feet to the dividing line between property of the Spring Valley Water Company and property of the Southern Pacific Company at Engineer Survey Station "A" 628 + 60; said point of intersection bears North 0° 11-1/2' West 200 feet, more or less, from the intersection of the Easterly boundary line of property belonging to Ann Carnduff with the Southwesterly line of land conveyed to Spring Valley Water Company by Ann Carnduff by Deed dated August 31, 1905, and recorded in Book 127 of Deeds at Page 537, San Mateo County Records.

Also excepting from Parcels One and Two:

A strip of land 250 feet wide, lying 125 feet each side of the surveyed "A" center line of the Central California Railway Company, said surveyed center line being described as follows:

Commencing at the point where said surveyed center line intersects the Easterly boundary of the Rancho de las Pulgas, said point of intersection being South 27° East 923.4 feet from Station "P.M.C. 8" of the Official Survey of said Rancho; thence from said point of beginning Northerly and Easterly across the Northwest quarter of Section 19, Township 5 South, Range 2 West, M.D.M., on a curve to the left having a radius of 11,459.2 feet, a distance of 2360 feet, more or less, to the Westerly boundary line of Tide Land Survey No. 61, at a point on said surveyed center line known as Engineer Survey Station "A" 571 + 89.4.

Also excepting from Parcels One and Two that portion lying Southerly of the Northerly line of the parcel described in the Final Order of Condemnation recorded February 8, 1962 in Book 4144, OR, Page 303.

APN: 093-590-030, 093-590-060, 093-590-050

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

| | |
|-------------------------|----------------|
| Code Area: | 08-068 |
| Tax Identification No.: | 093-590-030 |
| Fiscal Year: | 2016-2017 |
| 1st Installment: | \$160.04, Open |
| 2nd Installment: | \$160.04, Open |
| Exemption: | \$0.00 |
| Land: | \$7,065.00 |
| Improvements: | \$3,458.00 |
| Personal Property: | \$0.00 |

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

| | |
|-------------------------|------------------|
| Code Area: | 08-067 |
| Tax Identification No.: | 093-590-050 |
| Fiscal Year: | 2016-2017 |
| 1st Installment: | \$1,822.22, Open |
| 2nd Installment: | \$1,822.22, Open |
| Exemption: | \$0.00 |
| Land: | \$206,691.00 |
| Improvements: | \$53,296.00 |
| Personal Property: | \$0.00 |

3. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

| | |
|-------------------------|----------------|
| Code Area: | 21-000 |
| Tax Identification No.: | 093-590-060 |
| Fiscal Year: | 2016-2017 |
| 1st Installment: | \$311.18, Open |
| 2nd Installment: | \$311.18, Open |
| Exemption: | \$0.00 |
| Land: | \$36,214.00 |
| Improvements: | \$0.00 |
| Personal Property: | \$0.00 |

EXCEPTIONS
(Continued)

4. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
5. The lien of supplemental, or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Sierra and San Francisco Power Company, a corporation
Purpose: The right of erecting, constructing, reconstructing, replacing, repairing, maintaining and using for the transmission of electricity two (2) lines of steel towers and wires and wires for telephone purposes
Recording Date: February 26, 1910
Recording No: Book 178 of Deeds, Page 47, San Mateo County Records
Affects: A portion of premises
7. Terms and provisions as contained in an instrument
- Entitled: Deed
Executed by: Spring Valley Water Company
Dated: January 17, 1910
Recorded: February 26, 1910, Book 178 of Deeds, Page 47, San Mateo County Records
Affects: A portion of premises
8. Easement for the construction and maintenance of pipe lines granted to San Mateo County by agreement dated February 6, 1928, as disclosed by the Deed recorded March 3, 1930, Book 491, Page 1, of Official Records.
- Affects: A portion of premises
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as condemned by Final Decree of Condemnation:
- Superior Court of: San Mateo
County Case No.: None shown
In favor of: Pacific Gas and Electric Company
Purpose: Electric transmission lines
Recording Date: February 7, 1963
Recording No: Book 4386, Page 546, of Official Records
Affects: A portion of premises
- As amended by the Amended Order dated December 27, 1962, recorded February 7, 1963, Book 4386, Page 550, of Official Records.

**EXCEPTIONS
(Continued)**

10. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: City of East Palo Alto, The Ravenswood Industrial Area
Redevelopment Project

Recording Date: July 17, 1990

Recording No: 90095083, of Official Records

Revised Statement of Institution of Redevelopment Plan Amendment recorded August 14, 2002, Instrument No. 2002-159558, of Official Records.

An Amendment to the Ravenswood Industrial Area Redevelopment Plan recorded February 3, 2003, Instrument No. 2003-026201, of Official Records.

An Amendment to the Redevelopment Plan for the Ravenswood Industrial Area Redevelopment Project recorded March 5, 2004, Instrument No. 2004-041031, of Official Records.

11. Any rights of the parties in possession of a portion of, or all of, said land, which rights are not disclosed by the public record.

This Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

12. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

13. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

1. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
2. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): City and County of San Francisco, a municipal corporation

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

3. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
2. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
3. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
4. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
5. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
6. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
7. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

END OF INFORMATIONAL NOTES

Jeff Martin/jf

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF”, “our” or “we”), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

| | |
|--|--|
| <p>Types of Information Collected. You may provide us with certain personal information, like your contact information, social security number (SSN), driver’s license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p> | <p>How Information is Collected. We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p> |
| <p>Use of Your Information. We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p> | <p>Security Of Your Information. We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p> |
| <p>Choices With Your Information. Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p> | <p>When We Share Information. We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p> |
| <p>Information From Children. We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.</p> | <p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties’ websites.</p> |
| <p>Access and Correction. If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p> | <p>Do Not Track Disclosures. We do not recognize “do not track” requests from Internet browsers and similar devices.</p> |
| <p>The California Online Privacy Protection Act. Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p> | <p>International Use. By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p> |
| <p>Your Consent To This Privacy Notice. By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p> | <p>Contact FNF. If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p> |

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

Types of Information Collected

We may collect two types of information: Personal Information and Browsing Information.

Personal Information. The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

Browsing Information. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- Cookies. From time to time, FNF may send a "cookie" to your computer when you visit the Website. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described

proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt out"). You may opt out of receiving communications from us about our products and/or services.

Security And Retention Of Information

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF's privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

Information From Children

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

Privacy Outside the Website

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

Because FNF's headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

Do Not Track Disclosures

Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

The California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

Access and Correction

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the field rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for each discount. These discounts only apply to transaction involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company

FNTC - Chicago Title Company
FNTCCA - Fidelity National Title Company of California

FNF Underwriter

CTIC - Chicago Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 or 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC)

The charge for a lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and

- f. environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

| | Your Deductible Amount | Our Maximum Dollar Limit of Liability |
|------------------|--|---------------------------------------|
| Covered Risk 16: | 1.00% % of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less) | \$ 10,000.00 |
| Covered Risk 18: | 1.00% % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less) | \$ 25,000.00 |
| Covered Risk 19: | 1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less) | \$ 25,000.00 |
| Covered Risk 21: | 1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less) | \$ 5,000.00 |

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

(Except as provided in Schedule B - Part II, (t or T)his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(PART I

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

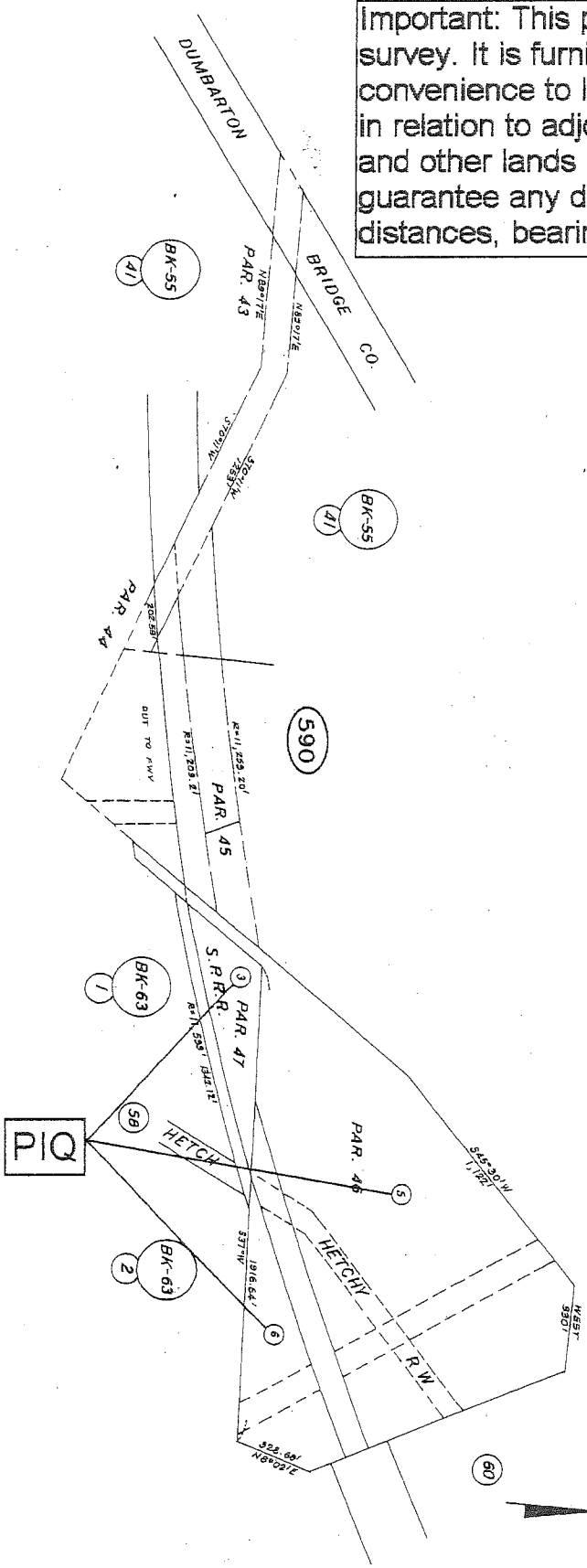
ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Important: This plat is not a survey. It is furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimensions, distances, bearings or acreage.



TAX CODE AREA _____

93-59

EXHIBIT D

District's Delivered Information

(Pursuant to Section 5.B)

[If none, state "None".]



Regional
OpenSpace

Midpeninsula Regional
Open Space District

130 District Circle, Los Altos, CA 94022

POSTING
ONLY

SEP 29 2016

GLENN S. CHANGTIN

Notice of Intent to Adopt a Mitigated Negative Declaration

A notice, pursuant to the California Environmental Quality Act of 1970, as amended (Public Resources Code 21,000, et sec.) that the following project will not have a significant effect on the environment.

| File Number | TAZ | APN(s) | Date |
|---|-----|---|--------------------|
| NA | NA | 093-590-060, 093-590-050, 093-590-030, 063-590-060, 055-471-999 | September 30, 2016 |
| Project Name | | Project Type (Use) | |
| Bay Trail Connection at Ravenswood Open Space Preserve | | A public trail easement and implementation of the Bay Trail Connection at the Ravenswood Open Space Preserve (the "Project"). | |
| Owner | | Applicant | |
| Midpeninsula Regional Open Space District (MROSD) San Francisco Public Utilities Commission (SFPUC) County of San Mateo Caltrans | | Midpeninsula Regional Open Space District | |
| Project Location | | | |
| The project site is located east of University Avenue, south of the San Mateo County Transit District's Dumbarton railroad line, north of the University Village residential neighborhood in the City of East Palo Alto, and west of the existing San Francisco Bay Trail in the Ravenswood Open Space Preserve in the City of Menlo Park. | | | |
| Project Description | | | |
| <p>The proposed project includes several components:</p> <ol style="list-style-type: none"> 1. Transfer of a public trail easement from the SFPUC property to MROSD. 2. MROSD's adoption of a Preliminary Use and Management Plan for the trail easement. 3. Potential future transfer of the public trail easement from MROSD to another public agency. 4. Design, permitting, and construction of the new Bay Trail segment. <p>The proposed new segment of the Bay Trail would connect University Avenue to the Ravenswood Open Space Preserve. The route would be approximately 3,000 feet in length, eight to 14 feet wide (including shoulders), within a 20-foot wide trail easement corridor. The trail would consist of a paved surface over an existing service road, and bridges (one or two) and boardwalk over wetlands and a pond.</p> <ol style="list-style-type: none"> 5. Operation of the new Bay Trail segment with extended trail use hours for Bay Trail commuters. <p>This will include installation of signage at trailhead at University Avenue to notify the public of the hours of operation and trail regulations, including the prohibition of dogs on the trail and extended trail use hours for Bay Trail commuters. Signage would also be posted on a newly installed fence separating the public trail and SFPUC Ravenswood Valve Lot to notify the public that trespassing onto the adjacent private property is prohibited.</p> <ol style="list-style-type: none"> 6. Maintenance of the new Bay Trail segment. 7. Resurfacing of approximately 3,600 linear feet (0.7 miles) of the existing Bay Trail segment in Ravenswood Open Space Preserve. <p>MROSD anticipates that construction would not commence until 2018 at the earliest and the duration of construction is estimated to be approximately 22 weeks. It is anticipated that the construction sequence would be as follows: The first four weeks would consist of mobilization and site preparation. The next 17 weeks would consist of trail striping on the service road, construction of paved trail segments, boardwalk and bridge construction, resurfacing of the existing trail segment and</p> | | | |

plantings. The last week would include site cleanup and demobilization. Trail construction equipment would include a striping machine, road grader, small excavator, skip loader, power auger, weed mower and various hand tools (e.g. power drills, skill saws, and hammer). Bridge segments would be delivered to the construction site using large trucks. Cranes would then be required to place the bridge segment on the support abutments. The boardwalk would be constructed using hand tools and light weight construction equipment.

Purpose of Notice

The purpose of this notice is to inform you that MROSD has recommended that a Mitigated Negative Declaration be approved for this project. MROSD has reviewed the Initial Study for the project, and based upon substantial evidence in the record, finds that the proposed project could not have a significant effect on the environment with implementation of mitigation measures.

Public Review Period: **Begins: September 30, 2016** **Ends: November 1, 2016 at 5:00 PM**

Public Comments regarding the correctness, completeness, or adequacy of this mitigated negative declaration are invited and must be received on or before the end of the public review period. Such comments should be based on specific environmental concerns. Written comments should be addressed to the Midpeninsula Regional Open Space District, 330 Distel Circle, Los Altos, CA 94022 or by email at: glaustsen@openspace.org. For additional information regarding this Mitigated Negative Declaration, please contact Gretchen Laustsen at 650-691-1200.

Public Meeting/Hearing: **Date: November 16, 2016** **Time: 7:00 PM** **Place: Costano Elementary School Gym**

A public hearing for the proposed project is tentatively scheduled for the MROSD Board of Directors on November 16, 2016 at 7:00 PM at the Costano Elementary School Gym located at 2695 Fordham Street in East Palo Alto. It should be noted that the approval of a Mitigated Negative Declaration does not constitute approval of the project under consideration. The decision to approve or deny the project will be made separately.

The Negative Declaration and Initial Study may be viewed at the following locations:

- (1) Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022
(650) 691-1200
- (2) MROSD website at: www.openspace.org
- (3) East Palo Alto Library
2415 University Avenue
East Palo Alto, CA 94303
(650) 321-7712
- (4) Menlo Park City Library
413 Ivy Drive
Menlo Park, CA 94025
(650) 330-2540

Responsible Agencies sent a copy of this document:

San Francisco Public Utilities Commission
US Fish and Wildlife
US Army Corps of Engineers
Regional Water Quality Control Board
California Department of Fish and Wildlife
San Francisco Bay Conservation and Development Commission
City of East Palo Alto
City of Menlo Park
Caltrans
County of San Mateo
County of Santa Clara

Significant effects on the environment (or lack thereof):

The project would not result in significant impacts to aesthetics, agricultural resources, geology and soils, greenhouse gas emissions, land use, mineral resources, population and housing, public services, recreation, transportation, utilities and service systems.

Mitigation Measures included in the project to reduce potentially significant impacts to a less than significant level:

With the implementation of the mitigation measures included in the proposed project and described in the air quality, biological resources, cultural resources, hazards and hazardous materials, and hydrology and water quality sections, the proposed project would not result in significant adverse environmental impacts.

A reporting or monitoring program must be adopted for measures to mitigate significant impacts at the time the Negative Declaration is approved, in accord with the requirements of section 21081.6 of the Public Resources Code.

Prepared by:


Gretchen Laustsen, Planner III

9/29/2016
Date

Approved by:


Ana Ruiz, AICP, Assistant General
Manager

9/29/2016
Date



EDMUND G. BROWN JR.
GOVERNOR

STATE OF CALIFORNIA
GOVERNOR'S OFFICE *of* PLANNING AND RESEARCH
STATE CLEARINGHOUSE AND PLANNING UNIT



KEN ALEX
DIRECTOR

November 1, 2016

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

Subject: Ravenswood Bay Trail Connection
SCH#: 2016092070

Dear Gretchen Laustsen:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. The review period closed on October 31, 2016, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Scott Morgan".

Scott Morgan
Director, State Clearinghouse

**Document Details Report
State Clearinghouse Data Base**

SCH# 2016092070
Project Title Ravenswood Bay Trail Connection
Lead Agency Midpeninsula Regional Open Space District

Type MND Mitigated Negative Declaration

Description The project is the construction of a new 3,000 ft long, 8- to 14-ft wide Bay Trail connection from University Avenue to the MROSD Ravenswood Open Space Preserve (west to east). The project would include the transfer of a public trail easement from SFPUC to MROSD to stripe the trail on an approximately 1,400 ft long portion of an existing SFPUC Service Rd. The rest of the trail alignment would be constructed through grassland where it would connect to a new 80- to 120-ft long single span bridge that would cross over an existing seasonal pond and wetland. The trail would then extend about 260 ft to a new 520 ft long raised boardwalk-type trail where it would connect to the existing unpaved multi-use SF Bay Trail within the OSP. The project may also include a 230 ft long bridge over an existing wetland at the western end of the project alignment.

Lead Agency Contact

Name Gretchen Laustsen
Agency Midpeninsula Regional Open Space District
Phone (650) 691-1200 **Fax**
email
Address 330 Distel Circle
City Los Altos **State** CA **Zip** 94022

Project Location

County Santa Clara
City
Region
Lat / Long 37° 28' 54" N / 122° 8' 21" W
Cross Streets University Ave/SFPUC Service Rd
Parcel No. 093-590-30, 50, 60, 055-471-999
Township **Range** **Section** **Base**

Proximity to:

Highways 84/109/114/82
Airports Palo Alto
Railways San Mateo Dumbarton
Waterways SF Bay
Schools Costano ES
Land Use

Project Issues Aesthetic/Visual; Agricultural Land; Air Quality; Archaeologic-Historic; Biological Resources; Drainage/Absorption; Flood Plain/Flooding; Forest Land/Fire Hazard; Geologic/Seismic; Minerals; Noise; Population/Housing Balance; Public Services; Recreation/Parks; Schools/Universities; Soil Erosion/Compaction/Grading; Solid Waste; Toxic/Hazardous; Traffic/Circulation; Vegetation; Water Quality; Water Supply; Wetland/Riparian; Landuse

Reviewing Agencies Resources Agency; Department of Fish and Wildlife, Region 3; Department of Parks and Recreation; San Francisco Bay Conservation and Development Commission; Department of Water Resources; Caltrans, Division of Aeronautics; California Highway Patrol; Caltrans, District 4; Air Resources Board, Transportation Projects; Regional Water Quality Control Board, Region 2; Native American Heritage Commission; Public Utilities Commission

Date Received 09/30/2016 **Start of Review** 09/30/2016 **End of Review** 10/31/2016

Note: Blanks in data fields result from insufficient information provided by lead agency.



State of California - Department of Fish and Wildlife

2016 ENVIRONMENTAL FILING FEE CASH RECEIPT

DFW 753.5a (Rev. 12/15/15) Previously DFG 753.5a

| | | |
|-------|-----------|----------------|
| Print | StartOver | Finalize&Email |
|-------|-----------|----------------|

RECEIPT NUMBER:
41 — 11212016 —

STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

| | | |
|--|-------------------|------------------|
| LEAD AGENCY MIDPENINSULA REGIONAL OPEN SPACE DISTRICT | LEAD AGENCY EMAIL | DATE 11212016 |
| COUNTY/STATE AGENCY OF FILING San Mateo | DOCUMENT NUMBER | |

PROJECT TITLE
RAVENSWOOD BAY TRAIL CONNECTION PROJECT

| | | | |
|---|-------------------------|---------------------|----------|
| PROJECT APPLICANT NAME GRETCHEN LAUSTSEN | PROJECT APPLICANT EMAIL | PHONE NUMBER () | |
| PROJECT APPLICANT ADDRESS | CITY | STATE | ZIP CODE |

PROJECT APPLICANT (Check appropriate box)

Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

CHECK APPLICABLE FEES:

| | | | |
|--|------------|----|----------|
| <input type="checkbox"/> Environmental Impact Report (EIR) | \$3,070.00 | \$ | 0.00 |
| <input checked="" type="checkbox"/> Mitigated/Negative Declaration (MND)(ND) | \$2,210.25 | \$ | 2,210.25 |
| <input type="checkbox"/> Certified Regulatory Program document (CRP) | \$1,043.75 | \$ | 0.00 |

- Exempt from fee
 Notice of Exemption (attach)
 CDFW No Effect Determination (attach)
 Fee previously paid (attach previously issued cash receipt copy)

| | | | |
|---|----------|----|-------|
| <input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only) | \$850.00 | \$ | 0.00 |
| <input checked="" type="checkbox"/> County documentary handling fee | | \$ | 50.00 |
| <input type="checkbox"/> Other | | \$ | |

PAYMENT METHOD:

- Cash
 Credit
 Check
 Other

TOTAL RECEIVED \$ 2,260.25

| | |
|----------------|---|
| SIGNATURE X | AGENCY OF FILING PRINTED NAME AND TITLE DIANA SIRON/DEPUTY CLERK |
|----------------|---|

EXHIBIT E

City's Delivered Information

1. Items delivered to District prior to execution of the 2010 Agreement to Exchange Interests in Real Property:

Wetland Delineation Maps:

- Project Vicinity Map, Figure 2 dated Nov 2005
- Wetland Delineation Map Sheets P-14 and P-14a dated Nov 2005

Excerpts from Geotechnical and Phase II Reports:

- Table 4, Phase II Sampling Matrix by Geometrix
- Table 5, Detections of Metals in Soil, by Geometrix
- Table 6, Detections of Petroleum Hydrocarbons, Pesticides and Volatile Organic Compounds in Soil, by Geometrix
- Map, log and results of Boring 5-DP-1-1.0
- Map, log and results of Boring No. 5-R-2
- Results of sounding, 5-CPT-3

Lease dated July 16, 2001, between the City and County of San Francisco, as Landlord, and SCA - Palo Alto, LLC, as Tenant

2. District is aware that the Public Trail Easement will overlap with City's service road, as described in the Public Trail Easement Deed. The service road is used from time to time by City's employees, contractors, vendors, consultants, invitees, tenants, and licensees. PG&E uses the service road to access facilities serving Samtrans/Joint Powers Board and City at Ravenswood.

