

Date: July 8, 2017  
Project No.: 230-1-6  
Prepared For: Mr. Jack Chamberlain  
**TICONDEROGA PARTNERS, LLC**  
655 Skyway, Suite 230  
San Carlos, California 94070  
Re: Geotechnical Consultation and  
Response to County of San Mateo  
Geotechnical Comments  
San Mateo Highlands (Lots 9 to 11)  
2184 and 2185 Cobblehill Place and 88 Cowpens Way  
San Mateo, California  
County of San Mateo Geotechnical File Number  
BLD2016-00158--00164

**RECEIVED**

JUL 10 2018

San Mateo County  
Planning Division

Dear Mr. Chamberlain:

As requested, this letter presents our geotechnical consultation and response to the recent County of San Mateo geotechnical comments for Lots 9, 10 and 11 for the above referenced project, received via email on June 19, 2018. Our services were performed in accordance with our proposal and agreement, dated April 20, 2016. As you know, our firm prepared a report for this project, titled "Updated Geotechnical Investigation, Highland Estates Lots 5 through 11, Ticonderoga Drive/Cobblehill Place/Cowpens Way, San Mateo, California" dated October 30, 2015. Our Geotechnical Review of Foundation and Civil Plans for Lots 9 to 11 were presented in three letters (one for each lot) dated December 2, 2016. We also prepared a document titled "Recommended Standard Operating Procedure (SOP) for NOA Intrusive Work, Lots 9 to 11, Highland Estates" dated March 17, 2017. Additionally, we have previously prepared a letter titled "Response to County of San Mateo Planning Comments – Conditions 37 and 38, San Mateo Highlands (Lots 9 to 11)" dated September 25, 2017.

#### **Timeline of Geotechnical Reviews for Lots 9 through 11**

We understand that the building plans for Lots 9 through 11 have been under review by the County of San Mateo for nearly two years. Our firm has reviewed the previous sets of plans and responded to previous comments from the County of San Mateo Geotechnical Section. On January 4, 2017, we received an email from Ms. Jean Demouthe (who has since retired) stating that the Geotechnical Section has signed off on these three lots. More recently, we understand that sets of plans for Lots 9 through 11 were submitted on June 18, 2018 and this has triggered additional comments from Ms. Sherry Liu of the Geotechnical Section. In addition, we understand an outside geotechnical consultant has reviewed the recent plan set submittals and

provided comments that were incorporated into Ms. Liu's comments dated June 18, 2018. Our response to the new comments are presented below.

### Response to Comments June 18, 2018 Comments

**Comment #1:** *The proposed slope repair listed in the geotechnical report is not included in the current grading plans, for any of the listed lot. Please Check.*

**CEG Response:**

The proposed slope repair recommendations in our geotechnical report are incorporated in the current grading plans by reference. Specifically, Note 2 on Sheets C9.2, C10.2 and C11.2 (for Lots 9, 10, and 11, respectively) states: "Perform work in conformance with the recommendation of the project geotechnical engineering report titled "Updated Geotechnical Investigation, Highland Estates Lots 5 through 11, Ticonderoga Drive/Cobblehill Place/Cowpens Way, San Mateo County, California" prepared by Cornerstone Earth Group, dated October 30, 2015. Grading work will be subject to approval of geotechnical engineer." The remedial grading for Lots 9 and 10 is proposed to mitigate the current uncontrolled drainage from the existing subdivision draining towards the end of Cobblehill Place and to over-excavate and recompact the existing undocumented fill beneath the common driveway for Lots 9 and 10 and is shown on Figures 14 and 15 which are attached to this letter. Remedial grading is not anticipated for Lot 11 because only minor cuts and fills are proposed for the driveway and the proposed residence will be "cut" into the hillside and supported on drilled piers founded into bedrock. Representatives of Cornerstone (including Engineering Geologists, Geotechnical Engineers, and Engineering Technicians) will be present during the site grading to observe the conditions encountered, make recommendations, and perform compaction testing to document the earthwork is being performed in accordance with our geotechnical/geological recommendations.

**Comment #2:** *From CSA (Outside Geotechnical Consultant): The proposed drainage discharge on the face of the fill slope (even with the depicted rip rap) is not within the prevailing standards of geotechnical practice and is not something our office could approve (near the common property line between Lots 9 and 10) {Comment 2A}. It is also concerned that the 25 feet high 2:1 fill slope is not consistent with Cornerstone's recommendations (we felt their recommendations were generally appropriate and prudent in the 2017 Update Report) {Comment 2B}. CSA is concerned about the extent of fill placement proposed on Lot 9. {Comment 2C}. It should be appreciated that this fill will place new loads on underlying Franciscan sheared bedrock materials that do not have entirely predictable strength properties. {Comment 2D}. Our concerns with Lot 11 primarily relate to the storm drain pipe depicted downslope of the residence. This buried storm drainage pipe crossed near the top of slope r features that indicate either past significant erosion or landslides. The concern is that this pipe could be subjected to significant lateral displacement from soil creep or slope instability. If a joint of this pipe is pulled apart than concentrated discharge could occur undetected until a more significant slope failure is triggered. Ideally, a buried pipe would not be routed parallel to slope contours below the residence unless the pipe is extended to a depth where it is embedded in bedrock. {Comment 2E}. Cornerstone shall critically evaluate all planned location for discharge of street drainage and concentrated roof drainage. Inappropriate discharge locations could result in significant erosion and slope instability problems considering local earth materials and slopes. {Comment 2F}.*

**CEG Response:** For the purposes of our response to this comment, we will provide our response for Lots 9 and 10 and Lot 11 since that are at separate locations. Additionally, we have subdivided Comment 2 into six parts; Comments 2A through 2F as designated above. We also visited the site on June 29, 2018 and July 8, 2018 to review the current conditions in preparation of our responses to these comments.

Response to Comments on Lots 9 and 10 (Comments 2A, 2B, 2C, 2D, and 2F)

*Summary of Site Reconnaissance by Cornerstone on June 29, 2018.*

We visited Lots 9 and 10 on June 29, 2018 to observe the surface conditions. The surface conditions are consistent with those described in our 2015 report except that the thick growth of shrubs and brush has been cut down to expose the ground surface. The exposed earth materials are consistent with those previously reported in our 2015 report and the limits of undocumented fill are more apparent with the brush cleared and are consistent the limits shown on our Site Plan and Geologic Map, Figure 2B presented in our report. We noted that the drainage from streets and residences along Cobble Hill Place (west of Lots 9 and 10) is characterized as uncontrolled and is directed in the existing gutters onto the subject lots. Once the water reaches the lots it finds its way into two earthen swales that are located on Lot 9 and within the future common Driveway for Lots 9 and 10. It appears that the earthen swales were constructed during grading for the existing subdivision approximately 70 years ago as means to direct the water from the existing subdivision. Based on discussions with BKF, we understand that the drainage design for these lots has to consider both the runoff from about 5 acres of the existing subdivision plus the drainage from the new lots. The drainage from the existing subdivision does not implement any engineering controls reduce the impacts of the concentrated discharge at the end of Cobble Hill Place onto Lots 9 and 10 which has caused localized erosion in the earthen swales which has resulted in creating incised channels that range from 18 inches to about 7 feet deep. We note that the observed erosion has likely been occurring gradually over past several decades since the existing subdivision was developed. No other signs of soil/bedrock movement were observed during our site visit.

*Response to Comment 2A – “The proposed drainage discharge on the face of the fill slope (even with the depicted rip rap) is not within the prevailing standards of geotechnical practice and is not something our office could approve (near the common property line between Lots 9 and 10) {Comment 2A}.”:*

Respectfully, we do not agree that constructing a rip rap lined swale to dissipate the energy from the storm drain pipe which will be constructed to collect and control the water from the existing subdivision is not within the prevailing standards of geotechnical practice. This type of mitigation measure has been implemented successfully on many projects including projects that have recently been constructed. From an engineering viewpoint, the challenge with handling the water at this site is to reduce the energy and velocity of the water flowing from the paved surfaces to mitigate the erosion that has been on-going for decades. The purpose of the rip rap is the slow the water down before it leaves the property into the open space area.

*Response to Comment 2B – “It is also concerned that the 25 feet high 2:1 fill slope is not consistent with Cornerstone’s recommendations (we felt their recommendations were generally appropriate and prudent in the 2017 Update Report) {Comment 2B}.”*

Our review of the topographic contour map for Lots 9 and 10 indicates that the fill slope height will vary from 4 to 10 feet on the down slope part of the residence for Lot 9, 10 to 25 feet on the downhill side of the common driveway for Lots 9 and 10 and no fill is proposed below the residence for Lot 10. The natural slope below Lots 9 and 10 is about 4:1 (horizontal to vertical) or flatter. It is important to understand that the existing fill slope in the common driveway was constructed previously by others and is up to 25 feet in height and is performing acceptably. The new grading will add a few feet of fill to raise the grades by 4 to 8 feet in localized areas within the grading limits. We have evaluated the proposed grading plan including the “new” slope heights and fill depths and find them acceptable from a geotechnical viewpoint provided that the mitigation is implemented as discussed in our report. In summary the mitigation will consist of over-excavating the existing undocumented fill and keying and benching the new fill into the underlying shear rock bedrock consistent with the current standard of practice for such grading activities. We judge that the newly constructed fill will be more stable than the current existing undocumented fill which was constructed without keying and benching. Representatives of Cornerstone (including Engineering Geologists, Geotechnical Engineers, and Engineering Technicians) will be present during the site grading to observe the conditions encountered, make recommendations, and perform compaction testing to document the earthwork is being performed in accordance with our geotechnical/geological recommendations.

*Response to Comment 2C – “CSA is concerned about the extent of fill placement proposed on Lot 9. {Comment 2C}.”*

The grading was developed to follow the existing grades as much as possible, provide grades for drainage and ingress and egress, and maintain the height limitations for the houses. This grading has not changed since the EIR phase of the project which was reviewed by many geotechnical consultants and geologists/geotechnical engineers working for the County of San Mateo including CSA who were retained by the homeowners for the existing subdivision. None the less, we have reviewed the grading and it is our opinion that it is geotechnically feasible to construct the proposed fills on Lot 9 with the mitigation measures discussed in our report and discussed above in our response to Comment 2B.

*Response to Comment 2D – “It should be appreciated that this fill will place new loads on underlying Franciscan sheared bedrock materials that do not have entirely predictable strength properties. {Comment 2D}.”*

Explorations performed previously have confirmed that Lots 9 and 10 are underlain by Franciscan Sheared Rock as documented in our report. Our experience is that Franciscan Sheared Rock in the site area is comprised of highly fractured sandstone and shale (i.e. siltstone) and these units have high to moderate shear strength characteristics. It is also noted that during development of the adjacent subdivision, grading was performed on these lots which resulted in similar thicknesses of undocumented fill being placed as currently proposed and the existing fills are not experiencing slope stability issues after having been in-place for decades. We have taken these properties into account when developing our geotechnical recommendations for the project and will continue to evaluate the strength of these materials during grading. If weaker zones are encountered during grading, these would be over-excavated and replaced as properly compacted engineered fill. Representatives of Cornerstone (including Engineering Geologists, Geotechnical Engineers, and Engineering Technicians) will be present during the site grading to observe the conditions encountered, make recommendations, and perform compaction testing to document the earthwork is being performed in accordance with our geotechnical/geological recommendations.

*Response to Comment 2F - "Cornerstone shall critically evaluate all planned location for discharge of street drainage and concentrated roof drainage. Inappropriate discharge locations could result in significant erosion and slope instability problems considering local earth materials and slopes. {Comment 2F}."*

Cornerstone has visited the site to observe the recent conditions, re-evaluated the proposed drainage discharge outfall areas, and has reviewed the engineering controls presented in the plans as discussed above. For the residences, the rainfall water will be collected from the roofs and piped to a line flow through planter where the water will be filtered. Then the water will be conveyed through a solid pipe to an outlet structure with rip rap keyed into undisturbed bedrock to dissipate the energy in the water and reduce the water velocity. The project civil engineer estimates that the velocity of the water discharged from the residences will be about 0.2 feet/sec (very low). The water discharged from the storm drains pipes that intercept the water from the streets for the adjacent subdivision are anticipated to be higher but within permissible flow velocities for earthen swales by the time the water filters through the rip rap. For the soil types at the site, a maximum permissible velocity of 2 to 4 feet/sec is considered by the Corps of Engineers as a velocity that will not cause significant erosion. Therefore, the anticipated water velocity is not expected to cause erosion of the soils below the rip rap. The water will be discharged within existing natural swales and seasonal creeks with 2:1 to 4:1 (h:v) slopes in areas that are not impacted by slope stability issues.

#### Response to Comments on Lot 11 (Comments 2E and 2F)

*Summary of Site Reconnaissance by Cornerstone on June 29, 2018 and July 8, 2018.*

We visited Lots 9 and 10 on June 29, 2018 and July 8, 2018 to observe the surface conditions. The surface conditions are consistent with those described in our 2015 report except that the thick growth of shrubs and brush has been cut down to expose the ground surface on most of the site area. The exposed earth materials are consistent with those previously reported in our 2015 report and the limits of undocumented fill are more apparent with the brush cleared and are consistent with the limits shown on our Site Plan and Geologic Map, Figure 2C presented in our report. We noted that the drainage from street and residences along Cowpens Way (west of Lot 11) is characterized as uncontrolled sheet flow and is directed in the existing gutters onto the subject Lot 11. Once the water reaches the lot appears to sheet flow out onto Lot 11. Along the eastern property boundary within the private storm drain easement there is the terminus of a seasonal creek. Bedrock outcroppings consisting of unweathered sandstone were noted at the edge of the seasonal creek and along the northern property boundary indicating that shallow bedrock is likely to exist in these areas. Based on discussions with BKF, we understand that the drainage design for these lots must consider both the runoff from the existing subdivision plus the drainage from the new lots. The drainage from the existing subdivision does not implement any engineering controls to reduce the impacts of the concentrated discharge at the end of Cowpens Way. No other signs of soil/bedrock movement were observed during our site visit.

*Response to Comment 2E - Our concerns with Lot 11 primarily relate to the storm drain pipe depicted downslope of the residence. This buried storm drainage pipe crossed near the top of slope features that indicate either past significant erosion or landslides. The concern is that this pipe could be subjected to significant lateral displacement from soil creep or slope instability. If a joint of this pipe is pulled apart than concentrated discharge could occur undetected until a*

*more significant slope failure is triggered. Ideally, a buried pipe would not be routed parallel to slope contours below the residence unless the pipe is extended to a depth where it is embedded in bedrock. {Comment 2E}.*

Cornerstone visited the site to observe the surface conditions in this area. The area on the downslope side is nearly level and there is exposed sandstone outcroppings in the area. Additionally, there is an exposed Sandstone Outcropping located adjacent to the downslope property line in the future open space area that is topographically higher than the ground surface downslope of the residence. No signs of landsliding or erosion was observed in this area. The pipe will likely be trenched into bedrock. In our judgment, the concerns outlined in this comment are unlikely. In our opinion, the current storm drain routing is acceptable from a geotechnical viewpoint.

*Response to Comment 2F - "Cornerstone shall critically evaluate all planned location for discharge of street drainage and concentrated roof drainage. Inappropriate discharge locations could result in significant erosion and slope instability problems considering local earth materials and slopes. {Comment 2F}."*

Cornerstone has visited the site to observe the recent conditions, re-evaluated the proposed drainage discharge outfall areas, and has reviewed the engineering controls presented in the plans as discussed above. For the residence, the rainfall water will be collected from the roofs and piped to a line flow through planter where the water will be filtered. Then the water will be conveyed through a solid pipe to an outlet structure with rip rap keyed into undisturbed bedrock to dissipate the energy in the water and reduce the water velocity. The project civil engineer estimates that the velocity of the water discharged from the residences will be about 0.2 feet/sec (very low). The water discharged from the storm drains pipes that intercept the water from the streets for the adjacent subdivision are anticipated to be higher but within permissible flow velocities for earthen swales by the time the water filters through the rip rap. For the soil types at the site, a maximum permissible velocity of 2 to 4 feet/sec is considered by the Corps of Engineers as a velocity that will not cause significant erosion. Therefore, the anticipated water velocity is not expected to cause erosion of the soils below the rip rap. The water will be discharged within existing natural swales and seasonal creeks with 3:1 to 4:1 (h:v) slopes in areas that are not impacted by slope stability issues.

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## Closure

We hope this provides the information you need at this time. Recommendations presented in this letter have been prepared for the sole use of Ticonderoga Partners, LLC specifically for the properties at 2184 CobbleHill Place, 2185 Cobblehill Place, and 88 Cowpens Way (Lots 9 to 11) in San Mateo, California. Our professional services were performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices at this time and location. No warranties are either expressed or implied.

If you have any questions or need any additional information from us, please call and we will be glad to discuss them with you.

Sincerely,

**Cornerstone Earth Group, Inc.**



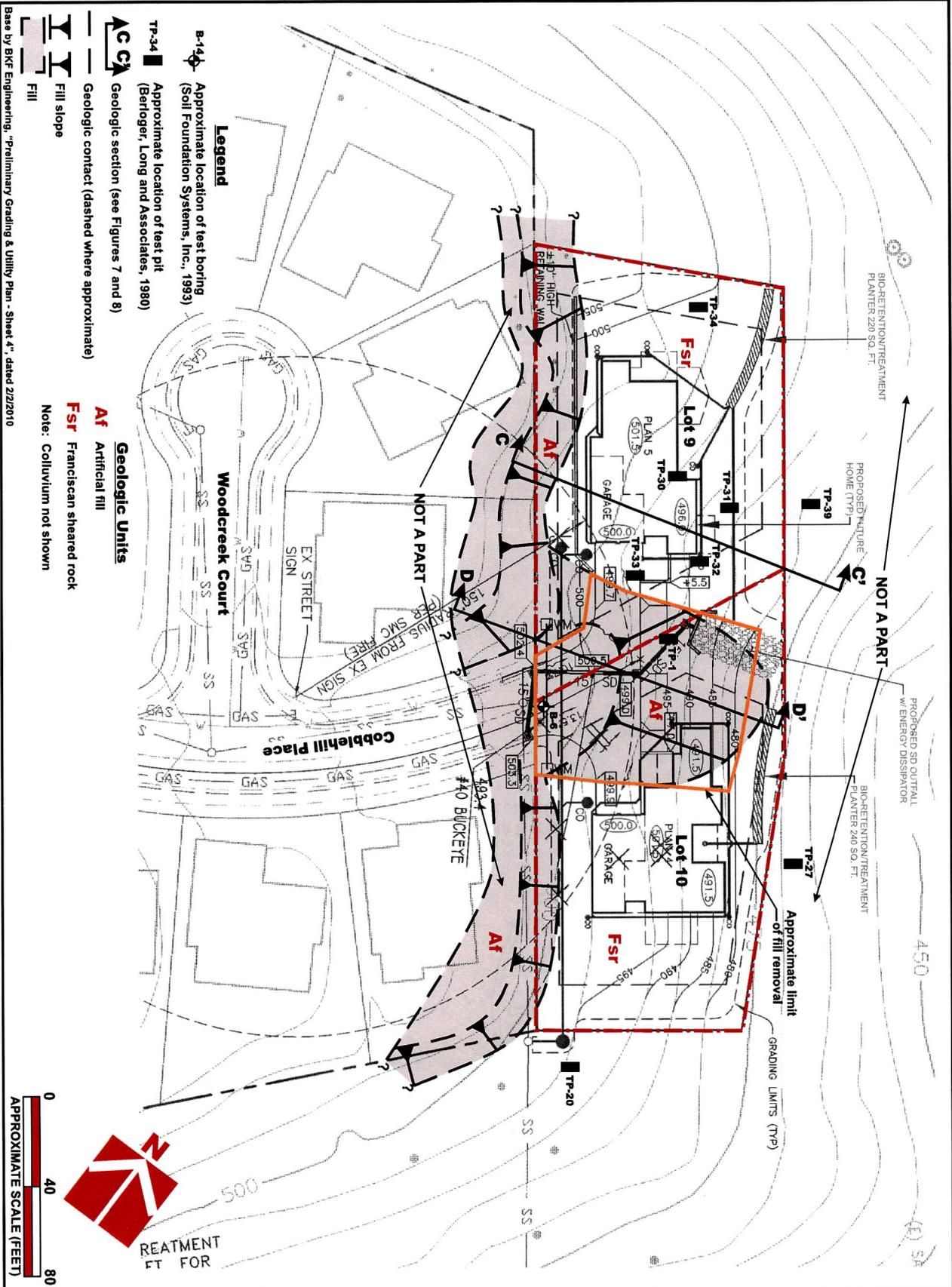
Scott E. Fitinghoff, P.E., G.E.  
Senior Principal Engineer

SEF:sef



Attachments: Figure 14 – Keying and Benching Plan (Lots 9 and 10).  
Figure 15 – Keying and Benching Cross Section D-D'

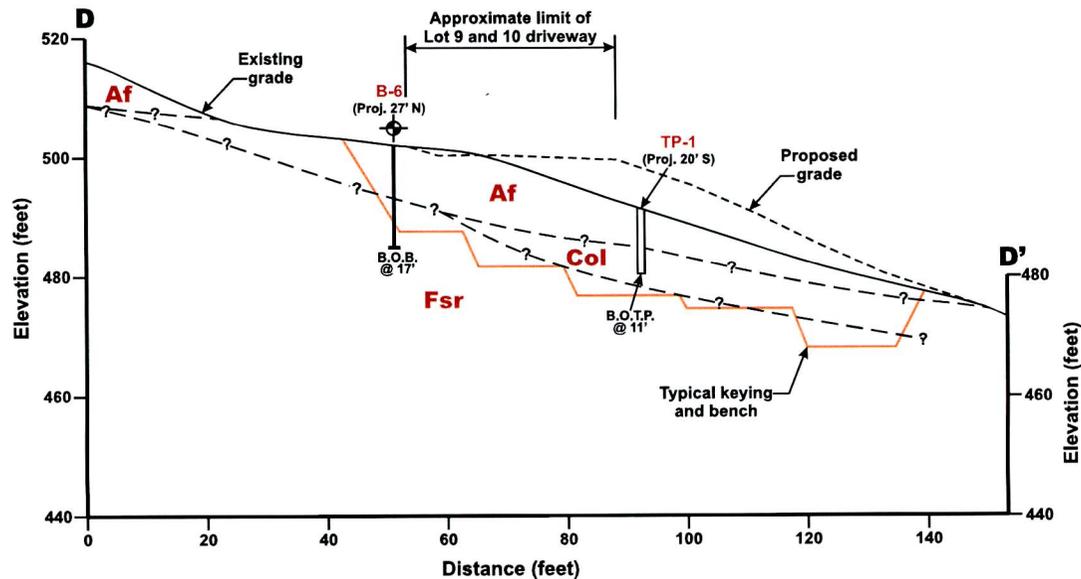
Addressee (1 by email)



	<b>Keying and Benching Plan (Lots 9 and 10)</b>		Project Number 230-1-5
	Highland Estates - Lots 5 to 11 San Mateo County, CA		Figure Number Figure 14
			Date October 2015

- Legend**
- B-14 Approximate location of test boring (Soil Foundation Systems, Inc., 1993)
  - TP-24 Approximate location of test pit (Bertriger, Long and Associates, 1980)
  - AC CA Geologic section (see Figures 7 and 8)
  - Geologic contact (dashed where approximate)
  - Fill slope
  - Fill
- Geologic Units**
- AF Artificial fill
  - FSr Franciscan sheared rock
- Note: Colluvium not shown

Base by BKF Engineering, "Preliminary Grading & Utility Plan - Sheet 4", dated 2/2/2010



**Section D-D'**  
(View Looking North)  
1"=20' H:V

**Explanation**

**Geologic Units**

- Af** Artificial fill
- Col** Colluvium
- Fsr** Franciscan sheared rock

**Symbols**

- TP-1** Approximate location of test pit (Berloger, Long and Associates, 1980)
- B-6** Approximate location of test boring (Soil Foundation Systems, Inc., 1993)
- ?-** Geologic contact (Approximate where dashed)

**Notes:**

- 1) Topographical information provided by BKF Engineering, "Preliminary Grading & Utility Plan - Sheet 4", dated 2/2/2010.
- 2) Surficial fills associated with existing pavements, landscaping or utilities are not shown.
- 3) The subsurface profile is conceptual and is based on limited subsurface data obtained from widely spaced explorations. Actual subsurface conditions may vary significantly between explorations.
- 4) See Figure 14 for location of cross section.

<p><b>Keying and Benching Cross Section D-D'</b></p> <p><b>Highland Estates - Lots 5 to 11</b> San Mateo County, CA</p>	<p>Project Number 230-1-5</p> <p>Figure Number Figure 15</p> <p>Date October 2015</p> <p>Drawn By RRN</p>
<p><b>CORNERSTONE</b> <b>EARTH GROUP</b></p>	

Subject: **Letter for Lots 9, 10 and 11**  
Date: 7/7/2018 3:46:29 PM Pacific Standard Time  
From: sfitinghoff@cornerstoneearth.com  
To: jtuttlec@aol.com

Hi Jack,

Update. I have a good start this afternoon on the letter. I will likely go up to the site around noon tomorrow to double check a few features after I finish my first draft response to Cotton Shires rambling comment. Cotton Shires makes some statements about geology which implies there is land sliding or significant erosion occurring on Lot 11. In our report, this is bedrock with shallow fill and I don't recall seeing any such issue. The more I read there comment, It's pretty clear they are "Tossing" very general comments at the project with an underlying "no build" agenda which is inconsistent with the counties approval of the EIR Documents, Review of our Report, and anything else done to date on this project. I hope that Dave was successful in having them removed by reason of conflict from working for the County. I will be in to office around 9 am tomorrow, if you want to go over these issues.

Scott

Sincerely,

Scott E. Fitinghoff, P.E., G.E.  
Principal Engineer  
408-747-7503 (cell)



1259 Oakmead Parkway  
Sunnyvale | California 94085  
T 408-245-4600 Ext. 103 | F 408-245-4620



# Geotechnical Review Sheet

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DEVELOPER/OWNER: HIGHLAND ESTATES DEVELOPMENT I, LLC      FILE NO.: BLD2016-00158 -- 00164

SITE LOCATION: LOTS 5-8, AND LOTS 9-11      SHEET 1 OF 2

APN NO.: 041-101-(390 TO 450)

GEOLOGIST:

SOILS ENGINEER: CORNERSTONE EARTH GROUP

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**REVIEW OF:**

- |                                     |  |                                     |                  |
|-------------------------------------|--|-------------------------------------|------------------|
| <input type="checkbox"/>            | BUILDING NO. <b>BLD2016-00158 -- 00164</b> | <input checked="" type="checkbox"/> | PLANS            |
| <input checked="" type="checkbox"/> | GEOLOGIC REPORT DATED                      | <input type="checkbox"/>            | DEVELOPER/OWNER  |
| <input checked="" type="checkbox"/> | SOILS REPORT DATED                         | <input checked="" type="checkbox"/> | GEOLOGIST        |
| <input type="checkbox"/>            | OTHER                                      | <input checked="" type="checkbox"/> | SOILS ENGINEER   |
| <input type="checkbox"/>            |  | <input checked="" type="checkbox"/> | BUILDING PERMITS |
| <input type="checkbox"/>            |  | <input type="checkbox"/>            | DPW              |

**ACTION:**

- REPORTS APPROVED SUBJECT TO CONDITIONS BELOW:
- BEFORE APPROVAL THE FOLLOWING INFORMATION IS REQUIRED:  
(from Geotechnical Consultant)
- PLANS AND REPORTS NOT APPROVED FOR REASONS BELOW:

**REVIEW:**

1. The proposed slope repair listed in the geotechnical report is not included in the current grading plans, for any of the listed lot. Please check.
2. From CSA: The proposed drainage discharge on the face of the fill slope (even with the depicted rip rap) is not within the prevailing standards of geotechnical practice and is not something our office could approve (near the common property line between Lots 9 and 10). It is also concerned that the 25-foot high 2:1 fill slope is not consistent with Cornerstone's recommendations (we felt their recommendations were generally appropriate and prudent in the 2017 Update Report). CSA is concerned about the extent of fill placement proposed on Lot 9. It should be appreciated that this fill will place new loads on underlying Franciscan sheared bedrock materials that do not have entirely predictable strength properties. Our concerns with Lot 11 primarily relate to the storm drain pipe depicted downslope of the proposed residence. This buried storm drainage pipe crosses near the top of slope features that indicate either past significant erosion or landslides. The concern is that this pipe could be subjected to lateral displacement from soil creep or slope instability. If a joint of this pipe is pulled apart then concentrated discharge could occur undetected until a more significant slope failure is triggered. Ideally, a buried pipe would not be routed parallel to slope contours below the residence unless the pipe is extended to a depth where it is embedded in bedrock. Cornerstone shall critically evaluate all planned locations for discharge of street drainage and concentrated roof drainage. Inappropriate discharge locations could result in significant erosion and slope instability problems considering local earth materials and slopes.



## Geotechnical Review Sheet

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DEVELOPER/OWNER:	HIGHLAND ESTATES DEVELOPMENT I, LLC	FILE NO.:	BLD2016-00158 -- 00164
SITE LOCATION:	LOTS 5-8, AND LOTS 9-11	SHEET	2 OF 2
APN NO.:	041-101-(390 TO 450)		
GEOLOGIST:			
SOILS ENGINEER:	CORNERSTONE EARTH GROUP		

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3. Please provide **electronic** copies of the geotechnical report. Hard copies of revised plans, if any, are still required.

### INSTRUCTIONS TO GCA:

- a) Approval of the development plans and applicable structural design criteria must be obtained from the geotechnical consultant of record prior to issuance of the building permit as required by Section I of the enclosed "Geotechnical Consultant Approval" form. If a geotechnical report is required, A copy of the report must be retained on the construction site. Completed Section I and plans review letter, if any, must be submitted to the Geotechnical Section electronically, with signature and stamp page(s) scanned.
- b) Section II must be observed and completed by the Geotechnical Consultant of record prior to acceptance of the completed work by the Geotechnical Section of the Planning and Building Department. Completed Section II, construction observation letter, and periodical and final grading reports, if any, must be submitted to the Geotechnical Section electronically, with signature and stamp page(s) scanned.

### Note:

Please include the Geotechnical File Number, **BLD2016-00158 -- 00164**, in all correspondence (e.g.: email and report titles) with the Geotechnical Section of the Planning and Building Department.

Planning and Building Department

Geotechnical Consultant Approval

County Government Center • 455 County Center, 2nd Floor
Redwood City • CA • 94063 • Mail Drop PLN 122
Phone: 650 • 363 • 4161 Fax: 650 • 363 • 4849

Applicant (Owner): HIGHLAND ESTATES DEVELOPMENT I LLC

Geo. File No. BLD2016-00158 -- 00164

Site Address: Lots 5-8 and Lots 9-11

APN: 041-101-(390 to 450)

Permit Type: Building

Required by: CSA / XL

Date: 6/18/2018

NOTICE TO APPLICANT:

SECTION I of this form must be completed and a copy returned to Geotechnical Section prior to approval of application by the PLanning and Building Department.

SECTION II must be completed and a copy returned to Geotechnical Section prior to final approval of the completed construction by the Planning and Building Department.

IMPORTANT: It is the responsibility of the applicant to ensure that ALL geotechnical factors as noted in SECTION I have been observed and approved in SECTION II by the applicants' consultant.

FAILURE TO DO SO WILL RESULT IN UNNECESSARY DELAYS PENDING SUCH APPROVAL.

SECTION I CORNERSTONE EARTH GROUP

has reviewed the development

(Name of legally qualified geotechnical consultant)

Plans prepared for

Plan No.

Dated: Revision:

and find that such plans are in accordance with the recommendations provided by us or presented in our report(s)

No. dated with respect to geotechnical factors affecting or affected by the proposed site development. These include include but are not limited to: grading (cuts / fills), surface and subsurface water control measures, foundation design criteria, seismic hazard consideration, slope stability, "restricted from building" areas, and

(Geotechnical Consultant)

(Date)

COUNTY APPROVAL
Co. Geol. Date:
CC:

SECTION II CORNERSTONE EARTH GROUP

has observed and approved as

(Name of legally qualified geotechnical consultant)

having been done in accordance with their recommendations all applicable work as noted in SECTION I.

NOTE:
Grading Report Required: [X] Yes [ ] No

(Geotechnical Consultant)

(Date)

COUNTY APPROVAL
Co. Geol. Date:
CC:

**FREE RECORDING FEE  
PURSUANT TO EXEMPTION  
CODE #27383**

**AND WHEN RECORDED MAIL DOCUMENT  
AND TAX STATEMENT TO:**

Real Property Division  
County Manager's Office  
San Mateo County  
455 County Center 4th Floor  
Redwood City, CA 94603-1663

**2013-040797 CONF**

2:00 pm 03/15/13 ES Fee: NO FEE

Count of pages 26

Recorded in Official Records

County of San Mateo

Mark Church

**Assessor-County Clerk-Recorder**



\* R 0 0 0 1 6 1 9 5 2 4 \*

Space Above This Line for Recorder's Use Only

**GRANT OF CONSERVATION EASEMENT**

## GRANT OF CONSERVATION EASEMENT

This GRANT DEED OF CONSERVATION EASEMENT is made on March 5, 2013, by TICONDEROGA PARTNERS LLC having an address at 655 Skyway Road, Ste. 230, San Carlos, CA 94070 ("Grantor") in favor of the COUNTY OF SAN MATEO having an address at County Government Center, 400 County Center, Redwood City, CA 94063 ("Grantee" or "County").

### Recitals

WHEREAS, section 6317.A (Conservation Open Space Easement) of the San Mateo County Zoning Regulations (Zoning Regulations) requires, after any land division of lands zoned Resource Management (RM), that the applicant for the land division grant to the County (and that the County accept) a conservation easement, containing a covenant running with the land in perpetuity, which limits the use of the land covered by the easement to uses consistent with open space as defined in the California Open Space Lands Act of 1972 in January 1, 1980;

WHEREAS, Grantor is the owner of lands located in the County of San Mateo, which lands are included within a subdivision commonly referred to as the Highland Estates Subdivision, the Vesting Tentative Map for which was approved by the San Mateo County Board of Supervisors on April 27, 2010;

~~WHEREAS, Grantor wishes to grant to Grantee a conservation easement over the property~~  
described in the attached Exhibit A, which is incorporated herein by reference (the "Subject  
Property"), in fulfillment of the requirements of section 6317.A of the Zoning Regulations;

NOW, THEREFORE, in consideration of the mutual covenants, terms, restrictions and  
conditions hereinafter set forth, Grantor hereby grants and conveys to Grantee and its successors,  
a conservation easement, in gross and in perpetuity, on the terms, and subject to the limitations  
set forth herein.

#### **Description of Property**

1. Grantor is the sole owner of the Subject Property, located in the County of San Mateo,  
State of California and the Subject Property is the subject of this grant. The Subject Property is  
delineated on the Highlands Estates Vesting Tentative Map and listed and described on Exhibit  
A, which is attached to and made a part of this grant by reference.

#### **Conservation Values**

2. The Subject Property possesses natural, scenic, open-space, habitat preservation, and  
recreational values. In particular,

- (a) the preservation of the Subject Property as open space is consistent with the General  
Plan of the County; and
- (b) the preservation of the Subject Property as open space is in the best interest of the  
County and specifically because:

~~(1) the land is essentially unimproved and if retained in its natural state has scenic~~  
value to the public and this instrument contains appropriate covenants to that end;  
and

(2) it is in the public interest that the Subject Property be retained as Open Space  
because such land will add to the amenities of living in neighboring urbanized  
areas.

### **Intention of Grantor**

3. It is the intention of Grantor to grant to Grantee a conservation easement on, over, across, and under the Subject Property pursuant to the Open-Space Easement Act of 1974, appearing at Chapter 6.6 (commencing with Section 51070) of Part 1, Division 1, Title 5 of the California Government Code, and in fulfillment of the requirements of section 6317.A of the San Mateo County Zoning Regulations whereby Grantor relinquishes certain rights and enters into certain covenants concerning the Subject Property, as more particularly set forth below. It is further the intention of the Grantor that this grant meet all of the requirements of section 170(h)(1) of the United States Internal Revenue Code.

### **Purpose of Easement**

4. The purpose of this grant of an open-space easement in the Subject Property is to preserve the natural and scenic character of the Subject Property for public use and enjoyment, subject to the restrictions set forth herein, and to prevent any use of the Subject Property that will impair or interfere with the conservation values of the Subject Property. Grantor intends that this

~~Conservation Easement will confine the use of the Subject Property to activities that are~~  
consistent with such purposes.

### **Description of Grantee**

5. Grantee is a political subdivision of the State of California, and is the entity designated under Section 6317.A of the San Mateo County Zoning Regulations to accept easements granted pursuant to that section.

### **Acceptance by Grantee**

6. By accepting this grant, Grantee agrees to honor the intentions of Grantor to act in a manner consistent with the purposes of this grant, and to preserve and protect in perpetuity the conservation values of the Subject Property. Grantee shall accept this grant in satisfaction of Condition 11 to the approval by the Board of Supervisors on April 27, 2010 and other related conditions of approval regarding a conservation easement. The effective date of this grant shall be the date that this grant of easement is recorded. In the event that any Parcel Map or the Final Subdivision Map is invalidated as a result of a legal challenge, this Easement shall cease to have any effect and the Grantee shall reconvey to Grantor all rights it may hold by virtue of this Easement and shall promptly record a quitclaim of all such rights. This grant satisfies the requirements in the County's Resource Management Zone for a density bonus under County Ordinance Section 6318 and for a subdivision under the Resource Management Zone.

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### **Grant of Easement**

7. In consideration of the above and the mutual covenants, terms, conditions, and restrictions contained in this grant deed, and pursuant to the laws of California and in particular to the Open-Space Easement Act of 1974 and Section 6317.A of the San Mateo County Zoning Regulations, Grantor voluntarily grants to Grantee a conservation easement in gross in the Subject Property in perpetuity subject to the terms of this grant deed.

### **Covenants**

8. The Subject Property shall be used by Grantor and Grantor's successors in interest only for those purposes that will maintain the existing open-space character of the Subject Property. Any uses of the Subject Property shall further be limited to uses consistent with open space as defined in the California Open Space Lands Act of 1972, on January 1, 1980, as set forth in Government Code section 65560.

Without limiting the generality of the foregoing, Grantor and Grantor's successors in interest hereby covenant that they will refrain, in perpetuity, from doing, causing, or permitting any of the following acts with respect to the Subject Property:

(1) Using or permitting the use of the Subject Property for any purpose except as is consistent with the stated purposes, terms, conditions, restrictions, and covenants of this easement, with the provisions of the Open-Space Easement Act of 1974, and with the findings of the Board of Supervisors of the County of San Mateo pursuant to California Government Code Section 51084.

(2) Constructing improvements on the Subject Property. However, Grantor may construct and maintain existing utility, road and access easements or any such easements authorized or reserved by the Vesting Tentative Subdivision Map approved by the Board of Supervisors of the County of San Mateo on April 27, 2010, provided that any such construction and maintenance shall be carried out consistently with the conservation values that this conservation easement was intended to protect. This section is not intended to approve or otherwise legalize existing improvements constructed by any third person on the Subject Property, nor is to be construed as requiring that Grantor remove any such improvements that exist as of the effective date of this Easement.

(3) Constructing, placing, or maintaining a parking lot, storage area, or dump site for the storage or disposal of anything that is not indigenous or natural to the Subject Property. Further, this section shall not be construed to authorize a dump site for the permanent disposal of any materials associated with normal construction activities associated with the construction of the eleven authorized houses or for any other materials whatsoever.

(4) Surfacing the Subject Property, in whole or in part, with any asphalt, stone, concrete, or other material that does not constitute natural cover for the land, except as is necessary to construct utility and road improvements within the limits of utility and road easements authorized or reserved pursuant to (2), above, or paving of a bicycle and/or pedestrian trail if the Subject Property comes to be used as a passive use park, as referenced in Section 14(b) of this easement.

(5) Mining, extracting, severing, or removing any natural resource found or located on, above, or below the Subject Property, or otherwise engaging in any activity that will alter the unique physical and scenic characteristics of the Subject Property.

(6) Cutting or removing timber or trees found or located on the Subject Property, except as may be required for fire prevention (but only as consistent with section 9(2) below), thinning, elimination of diseased growth, or similar preventive measures in a manner compatible with the purposes of this grant.

(7) Cutting, uprooting, or removing natural growth found or located on the Subject Property, except as may be required for fire prevention (but only as consistent with section 9(2) below), thinning, elimination of diseased growth, or similar preventive measures in a manner compatible with the purposes of this grant. Nothing in this Conservation Easement shall exempt Grantor from compliance with any regulations and /or permit requirements governing the removal of trees.

(8) Dividing or subdividing the Subject Property.

(9) Subject to those rights reserved in Paragraph 9, below, excavating, grading, or placing any sand, soil, rock, gravel, or any material on the Subject Property, except with prior written permission of Grantee, provided that the excavation, grading, or placing of material on the Subject Property is consistent with the purposes of this grant. Notwithstanding the foregoing sentence, during any time in which the Subject Property is owned by a public agency, including

but not limited to the Highland Recreation District, the Grantor may excavate, grade, or place sand, soil, rock, gravel or other material on the Subject property if, on written advice of Grantor's counsel, such action is necessary in order to comply with legal requirements and/or to address a risk of liability related to the condition of the Subject Property. Any such actions authorized by the immediately preceding sentence must be undertaken consistently with the maintenance of RM values, to the full extent possible.

(10) There shall be no storage of vehicles, boats, firewood, building materials or equipment on the Subject Property, nor shall there be any sheds or modular office buildings permitted on the Subject Property. The provisions of this subsection 8.(10) shall not apply in the area described in subsection 8.(15) during any time in which the Subject Property is owned by a public agency, including but not limited to the Highlands Recreation District.

(11) There shall be no industrial, commercial, residential, or institutional activity permitted on the Subject Property.

(12) Unseasonable watering; use of fertilizers, pesticides, biocides, herbicides, or other agricultural chemicals except to enhance RM values (such as trail maintenance or establishment of native plantings); weed abatement activities except to enhance RM Zone values (such as removal of non-native invasive species); incompatible fire protection activities; and any other activities and uses which may impair or interfere with the purposes of the Conservation Easement.

~~(13) Use of off-road vehicles and use of any other motorized vehicles except on existing~~  
roadways.

(14) Planting or introduction of non-native or exotic plant or animal species.

(15) Notwithstanding the covenants in this section, it shall not be a breach of this Easement for there to be constructed an extension of the Highland Recreation District's Lexington Avenue parking lot that exists as of the effective date of this Easement into adjacent land along Lexington Avenue, provided that any such extension of the parking lot extend only into the adjacent lot area that is approximately at the grade of the parking lot and otherwise serves the purposes of this Easement. Moreover, in the event that the Highlands Recreation District comes to own the Subject Property, this easement shall not restrict that district from using such extension, for related recreational purposes.

(16) During any time in which the Subject Property is owned by a public agency, including but not limited to the Highlands Recreation District, and with respect to any activity that is otherwise permitted under the terms of this easement, this Section 8 shall not restrict Grantor from undertaking any such activity in any manner necessary in order to comply with the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any analogous state or federal laws.

### **Reservation of Rights**

9. Grantor reserves the right to all uses and occupancy of, and ingress and egress to and from, the Subject Property in any manner consistent with the stated purposes, terms, conditions, restrictions, and covenants of this grant. Those uses include the following specific enumerated rights:

(1) The right to remove hazardous substances, rubbish, diseased plants or trees and to correct dangerous conditions on the Subject Property.

(2) The right to remove understory vegetation which, according to the County Fire Marshall, constitutes a fire hazard to the neighboring parcels. Nothing in this subsection of this Conservation Easement shall exempt the Grantor from compliance with regulations and/or permit requirements regarding the removal of trees.

(3) The right to repair underground utility lines.

(4) The right to post signs to deter trespass or to prevent, pursuant to Civil Code Section 1008, the creation of prescriptive easements, which signs shall be of no greater size than the minimum specified by law.

### **Grantee's Approval**

10. Whenever this grant deed requires Grantor to obtain the prior written approval or permission of the Grantee, the Grantor will notify the Grantee not less than fifteen business days in advance of the date that Grantor intends to undertake the activity. The notice must describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to the consistency of the activity with the purpose of this grant. The Grantee shall grant or deny approval in writing within ten business days of receipt of Grantors notice. Grantee may deny approval only on a reasonable determination that the proposed action would be inconsistent with the purpose of this grant. The provisions of this section 10 shall not apply during any time in which the Subject Property is owned by a public agency, including but not limited to the Highlands Recreation District.

### **Right to Prevent Prohibited Use**

11. Grantor grants to Grantee and Grantee's successors and assigns, for the duration of this grant, the right, but not the obligation, to prevent or prohibit any activity that is inconsistent with the stated purposes, terms, conditions, restrictions, or covenants of this grant and the right to enter the Subject Property for the purpose of removing any building, structure, improvement, or any material whatsoever constructed, placed, stored, deposited, or maintained on the Subject Property contrary to the stated purposes of this grant or to any term, condition, restriction, or covenant of this grant. By this grant, Grantor retains all rights to enforce the easement and any rights as an owner not inconsistent with this grant.

## **Enforcement**

12(a). The purposes, terms, conditions, restrictions, and covenants in this grant may be specifically enforced or enjoined by proceedings in the Superior Court of the State of California, consistent with the terms of Section 51086 of the California Government Code.

12(b). It is understood and agreed that the enforcement proceedings provided in this section are not exclusive and that any action to enforce the terms and provisions of the Grant of Open-Space Easement shall be at the discretion of Grantee and may be brought at law or in equity. Any forbearance on the part of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, or by Grantor's heirs, successors, personal representatives or assigns shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of any subsequent breach.

12(c). In any action by Grantee to enjoin any violation of this easement, Grantor agrees that Grantee shall have no obligation to prove either actual damages or the inadequacy of otherwise available legal remedies. Grantor agrees that Grantee's remedies at law for any violation of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The failure of the Grantee to discover a violation or to take immediate action shall not bar Grantee from taking action at a

~~later time. The provisions of this section 12(c) shall not apply during any time in which the~~  
Subject Property is owned by a public agency, including but not limited to the Highlands  
Recreation District.

#### **Acts Beyond Grantor's Control**

13. Nothing contained in this instrument may be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Subject Property resulting from causes that are beyond Grantor's control, including, but not limited to, third party actions, trespass, fire, flood, storm, earth movement, or any prudent or reasonable action undertaken by Grantor in an emergency situations to prevent or mitigate damage or injury to the Subject Property resulting from such causes, provided that the emergency situation does not result from, or is not related to, actions undertaken by the Grantor. Nothing herein shall relieve Grantor of the obligation to apply for and obtain any required permits or approvals for any such actions.

#### **No Authorization for Public Trespass**

14(a). The granting of this conservation easement by this instrument and the acceptance of the easement by the Grantee do not, in themselves, authorize, and are not to be construed as authorizing, the public or any member of the public to enter, trespass on, or use all or any portion of the Subject Property, or as granting to the public or any member of the public any tangible rights in or to the Subject Property. It is understood that the purpose of this grant is solely to restrict the use of the Subject Property, so that it may be kept as near as possible in its natural state.

~~14(b). It is the intention of Grantor and Grantee that should the fee simple interest in the Subject~~  
Property be transferred to a public agency or qualified non-profit entity or the County of San  
Mateo, passive recreational uses that preserve the natural open space character of the land may  
be allowed, including, but not limited to, nature walks, day hiking, picnicking, bird watching and  
photography. Any such future use would be subject to the approval of such subsequent owner.

### **Condemnation**

15. As against the County of San Mateo, in its capacity as Grantee, the purposes of this  
Conservation Easement are presumed to be the highest and most necessary use of the Subject  
Property as defined at section 1240.680 of the California Code of Civil Procedure  
notwithstanding sections 1240.690 and 1240.700 of that Code. If an action in eminent domain  
for condemnation of any interest in the Subject Property is filed, or if the Subject Property is  
acquired for a public improvement by a public agency or person, these restrictions will be null  
and void as to the interest in the Subject Property actually condemned or acquired. However, all  
conditions, restrictions, and covenants of this grant will be in effect during the pendency of such  
an action; if such an action is abandoned before the recordation of a final order of condemnation,  
any portion of the Subject Property that is not actually acquired for public use will once again be  
subject to all of the terms, conditions, restrictions, and covenants of this grant. Grantor will be  
entitled to the amount of compensation as if the Subject Property had not been burdened by the  
conservation easement, consistent with Section 51095 of the California Government Code.  
Nothing in this section shall preclude consideration of zoning as reflected in the approved Final  
Subdivision Map.

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**Abandonment**

16. The easement granted by this instrument may not be abandoned, in whole or in part, and Sections 51093 and 51094 of the California Government Code shall be inapplicable to this Conservation Easement.

**Taxes and Assessments**

17. Grantor or Grantor's successor or assigns shall pay or cause to be paid all real property taxes and other assessments (general and special), fees, and charges of whatever description levied or assessed against the Subject Property. Grantee agrees to cooperate with Grantor in documenting the existence and property tax-related effect of the easement for the Assessor of San Mateo County. The provisions of this section 17 shall not apply during any time in which the Subject Property is owned by a public agency, including but not limited to the Highlands Recreation District.

**Maintenance**

18. The Grantee shall not be obligated to maintain, improve or otherwise expend any funds in connection with the use or enjoyment of Subject Property or any interest created by this Grant of Easement.

**Liability and Indemnification**

19(a). Grantor retains all responsibility and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Subject Property. Grantor agrees that the Grantee shall not have any duty or responsibility for the operation, upkeep, or

~~maintenance of the Subject Property, or the protection of Grantor, the public or any other third~~  
parties from risks related to the condition of the Subject Property. Grantor shall remain solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use by Grantor permitted by this Easement, including permits and approvals required from Grantee acting in its regulatory capacity and any activity or use shall be undertaken in accordance with all applicable federal, state, local, and administrative agency laws, statutes, ordinances, rules, regulations, orders, and requirements. Acceptance of this Grant of Open-Space Easement by Grantee is subject to the express condition that the Grantee and its officers, agents, members and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Grantor, or property of any kind whatsoever and to whomsoever belonging, including Grantor, resulting from any pre-existing condition(s) on the Subject Property, and any acts or omissions of the Grantor or Grantor's predecessors or successors in interest related to the Subject Property.

19(b). Grantor, on its behalf and on behalf of its successors in interest, hereby covenants and agrees to indemnify and hold harmless the Grantee, and its directors, officers, employees, agents, contractors, and representatives, and their respective heirs, personal representatives, successors, and assigns (each, an "Indemnified Party") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys fees and other litigation expenses), causes of actions, claims, demands, orders, liens, or judgments (each, a "Claim") on account of or arising out of any pre-existing condition(s) on the Subject Property and any acts or omissions of the Grantor or Grantor's predecessors or successors in interest

~~related to the Subject Property, except that this indemnification obligation shall be inapplicable~~

to any Claim determined to result solely from the negligence of Grantee or any of its agents.

If any action or proceeding is brought against any of the Indemnified Parties by reason of any such claim, Grantor and its successors in interest shall, at the election of and upon written notice of any such Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Grantee's Indemnified Party or reimburse such Indemnified Party for all charges incurred for services of any government attorney (including, but not limited, for example, to attorneys of the Office of the County Counsel) in defending the action or proceeding. Grantee agrees that, in the defense of any such Claim it will vigorously assert all existing and applicable immunities and defenses.

19(c). The Grantee shall have no right of control over, nor duties and responsibilities with respect to, the Subject Property, which would subject the Grantee to liability occurring on the land, by virtue of the fact that the right of Grantee to enter the land is strictly limited to preventing uses inconsistent with the interests granted, and does not include the right or obligation to enter the land for the purposes of correcting any dangerous condition as defined by California Government Code Section 830.

19(d). Grantor agrees to maintain bodily injury and property damage liability insurance as shall protect it from claims related to conditions on the Subject Property and to name the Indemnified Parties as additional insureds on such policies.

~~19(e). The provisions of subsections 19(b) and 19(d) of this section 19 shall not apply during~~  
any time in which the Subject Property is owned by a public agency, including but not limited to  
the Highlands Recreation District.

### **Amendment**

20. This conservation easement may not be amended in whole or in part as to any term, condition, restriction, or covenant without the prior written consent of the Grantor and Grantee. During all times that the County of San Mateo remains owner of this easement, any non-clerical amendment to this easement that is proposed shall be presented at a duly-noticed public meeting of the San Mateo County Planning Commission for a recommendation of the Planning Commission before the proposed amendment is presented to the San Mateo County Board of Supervisors for action.

In the event that another public agency besides the County of San Mateo becomes the owner of this easement, that public agency shall convene a public hearing before its governing board to consider any proposed amendments to this easement before the governing board approves any such proposed amendments. Notwithstanding the foregoing, in no event shall any amendment to this conservation easement be permitted which violates the California Open Space Lands Act or which contradicts the perpetual nature of this easement.

### **Binding on Successors and Assigns**

21. This grant, and each and every term, condition, restriction, and covenant of this grant, is intended for the benefit of the public and is enforceable pursuant to the provisions of the Open-

Space Easement Act of 1974. This grant binds Grantor and Grantor's successors and assigns and constitutes a servitude on the Subject Property that runs with the land.

### **Liberal Construction**

22. This easement is to be liberally construed in favor of the grant in order to effectuate the purposes of the easement and the policy and purpose of the Open-Space Act of 1974. If any provision in this grant is found to be ambiguous, an interpretation consistent with the purpose of this easement that would render the provision valid will be adopted over any interpretation that would render it invalid.

### **Severability**

23. If any provision of this grant is found to be invalid, or if the application of this easement to any person or circumstance is disallowed or found to be invalid, the remainder of the provisions of the grant, or the application of the grant to persons or circumstances other than those to which its application was disallowed or found invalid, will not be affected and will remain in full force and effect.

### **Controlling Law**

24. This grant of easement is to be interpreted, enforced, and performed in accordance with the laws of the State of California.

### **Entire Agreement**

25. This grant sets forth the entire agreement of the parties with respect to the conservation

~~easement and supersedes all previous conversations, negotiations, understandings, settlements, or~~  
agreements related to the conservation easement.

### **Captions**

26. The captions in this grant have been inserted solely for the purpose of convenience of reference and are not to be construed as part of this instrument and do not affect the construction or interpretation of the grant.

### **Enforceable Restriction**

27. This easement is intended to constitute an enforceable restriction pursuant to the provisions of California Constitution, Article XIII, Section 8, and Sections 402.1 and 421 through 423.3 of the California Revenue and Taxation Code.

### **Counterparts**

28. The parties may execute this instrument in two or more counterparts, which shall, collectively, be signed by all parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart controls.

### **Recording**

29. Grantee shall record this Conservation Easement in the Office of the County Recorder of the County of San Mateo and may re-record it at any time that Grantee deems it necessary in order to preserve its rights in this easement.

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**Merger**

30. It is the intent of the Grantor and the Grantee that the doctrine of merger not operate to extinguish this Conservation Easement if the same person or entity comes to own both the easement and the Subject Property. If, despite this stated intention, the doctrine of merger is determined to have extinguished this Conservation Easement, then a replacement conservation easement or restrictive covenant containing the same material protections embodied in this Conservation Easement shall be prepared and recorded against the Subject Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement Deed the day and year first written above.

Dated: 2-2017

  
GRANTOR  
TICONDEROGA PARTNERS LLC  
By: Jack Chamberlain

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF California )SS  
COUNTY OF San Mateo )

On Feb. 20, 2013 before me, R. Dechaine, Notary Public, personally appeared \* Jack Chamberlain who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) subscribed to the within instrument and acknowledged to me that (he) (she) executed the same in (his) (her) authorized capacity(ies), and that by (his) (her) signature(s) on the instrument the person(s), or the 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 hand and official seal.

Signature



This area for official notarial seal.

**OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S)       LIMITED       GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

\_\_\_\_\_  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

**OPTIONAL SECTION**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_

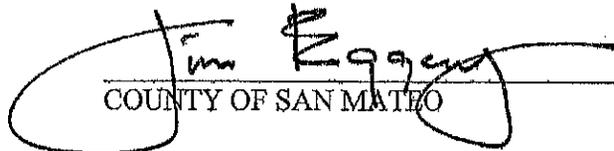
NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**ACCEPTANCE OF CONSERVATION EASEMENT**

Pursuant to the provisions of the Open-Space Easement Act of 1974, appearing at Chapter 6.6 of Part 1, Division 1, Title 5 of the California Government Code (commencing with Section 51070), the County of San Mateo accepts this grant of a conservation easement.

Dated: 3/5/13

  
\_\_\_\_\_  
COUNTY OF SAN MATEO

By: JIM EGGEMEYER  
COMMUNITY DEVELOPMENT DIRECTOR

MPM:sl

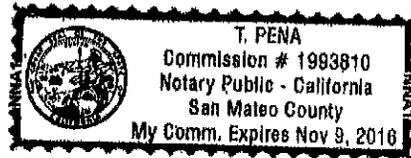
State of California )

County of San Mateo )

On 03/05/2013, before me, T. Peña  
a Notary Public, personally appeared JIM EGGEMEYER, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument  
and acknowledged to me that he executed the same in his authorized capacity, and that by  
his signature on the instrument the person, or the entity upon behalf of which the person  
acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature T. Peña

**Exhibit A to the  
Grant of Conservation Easement  
Highlands Estates**

**Proposed Remainder Parcel and Conservation Easement Area**

Parcel 1 of Document No. 92-093032, as recorded in the Office of the San Mateo County Recorder; excepting therefrom Lots 1 through 11 and the proposed Access Easement for the Benefit of Adjacent Parcel (Document No 92-093032, as recorded in the Office of the San Mateo County Recorder, Legal Description, Exhibit "A", Parcel 2); and as shown in the attached Exhibit "B", and referenced on the Highland Estates Vesting Tentative Map prepared by BKF Engineers, dated February 2, 2010 and approved by the San Mateo County Board of Supervisors on April 27, 2010, County File No. 2006-00357, and as may be further defined by the future Recorded Parcel Maps and Final Maps related to said Highland Estates Subdivision. Any such further defining of the boundaries of this Conservation Easement will result in only slight changes to the boundaries. Upon recordation of future Parcel Maps or Final Maps related to said Highlands Estates Subdivision, a Notice of Final Description will be recorded.