

**Grant Contract  
Special Provisions**

**General Provisions**

**A. Definitions**

1. The term "State" and used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Appropriation for the Program.
3. The term "Project" as used herein means the project described on page 1 of this Contract.
4. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
5. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or program.

**B. Project Execution**

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Grantee a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this Contract.  
  
Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.
2. Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.)
4. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations effecting development projects, including, but not limited to, legal requirements for construction contracts, building codes health and safe codes, and disabled access laws.
5. Grantee shall permit periodic site visits by the State to determine if development work is in accordance with the approved Project Scope including a final inspection upon Project completion.
6. Grantee agrees to submit any significant deviation from the original Project Scope to the State for prior approval.
7. If the Project includes acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances effecting relocation and real property acquisition.
8. Grantee shall provide for public access in accordance with the intent and provisions of the enabling legislation and/or program.

C. Project Costs

The Grant moneys to be provided Grantee under this Contract may be disbursed as follows:

1. If the Project includes acquisition of real property, the State may disburse to Grantee the grant moneys as follows, but not to exceed in any event the State grant amount set forth on page 1 of this Contract:
  - a. When acquisition is through negotiated purchase, State may disburse the amount of the State approved purchase price together with State approved costs of acquisition when an escrow is opened.
  - b. When acquisition is allowed pursuant to this Act through proceedings in eminent domain, State may disburse the amount of the total award as provided for in the final order of condemnation together with State approved costs of acquisition.
  - c. In the event Grantee abandons such eminent domain proceedings, Grantee shall bear all costs in connection therewith and that no grant moneys shall be disbursed for such costs.
2. If the Project includes development, the State may disburse to Grantee the grant moneys as follows, but not to exceed in any event the State grant amount set forth of page 1 of this Contract:
  - a. Up to ten percent of the total grant for preliminary costs.
  - b. On proof of award of a construction contract or commencement of construction by force account, up to ninety percent of the total grant, or the actual cost, whichever is less.
  - c. Remaining grant funds shall be paid up to the amount of the Grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. Grantee shall promptly submit such reports as the State may request. In any event Grantee shall provide State a report showing total final Project expenditures.
2. Grantee shall make property and facilities acquired or developed pursuant to this Contract available for inspection upon request by the State.
3. Grantee shall use any moneys advanced by the State under the terms of this Contract solely for the Project herein described.
4. If grant moneys are advanced, the Grantee shall place moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant moneys shall be used on the Project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the Grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.
5. Grantee shall use income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

E. Project Termination

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of

grant moneys under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant moneys disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.

5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Contract.

**F. Hold Harmless**

1. Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

**G. Financial Records**

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the state for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following project termination or completion.  

Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.
2. Grantee shall use a generally accepted accounting system.

**H. Use of Facilities**

1. Grantee agrees that the Grantee shall use the property acquired or developed with grant moneys under this Contract only for the purposes for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall maintain and operate the property acquired or developed for a period commensurate with the type of Project and the proportion of State Grant funds and local funds allocated to the capital costs of the Project.

I. **Nondiscrimination**

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of resident and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or program.

J. **Application Incorporation**

The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

K. **Severability**

If any provision of this Contract or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are severable.

## APPLICATION FOR LOCAL ASSISTANCE GRANT

<b>PROJECT NAME</b>  <b>Crystal Springs Trail—South of 92</b> <b>GRANTEE (Agency and address-including zip code)</b>  <b>County of San Mateo</b> <b>Parks and Recreation Division</b> <b>455 County Center, 4<sup>th</sup> Floor</b> <b>Redwood City, CA 94063-1646</b>	<b>GRANT AMOUNT \$197,000</b> <b>ESTIMATED TOTAL PROJECT COST</b> (State Grant and other funds) <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><b>COUNTY</b></td> <td style="width: 50%; border: none;"><b>NEAREST CITY</b></td> </tr> <tr> <td style="border: none;"><b>County of San Mateo</b></td> <td style="border: none;"><b>City of Belmont</b></td> </tr> </table> <b>PROJECT ADDRESS</b> <b>None (See Project Location Map for location)</b> <b>NEAREST CROSS STREET</b> <b>Near Cañada Road at State Highway 92</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><b>SENATE DISTRICT NO.</b></td> <td style="width: 50%; border: none;"><b>ASSEMBLY DISTRICT NO.</b></td> </tr> <tr> <td style="border: none;"><b>SD 08</b></td> <td style="border: none;"><b>AD 21</b></td> </tr> </table>	<b>COUNTY</b>	<b>NEAREST CITY</b>	<b>County of San Mateo</b>	<b>City of Belmont</b>	<b>SENATE DISTRICT NO.</b>	<b>ASSEMBLY DISTRICT NO.</b>	<b>SD 08</b>	<b>AD 21</b>
<b>COUNTY</b>	<b>NEAREST CITY</b>								
<b>County of San Mateo</b>	<b>City of Belmont</b>								
<b>SENATE DISTRICT NO.</b>	<b>ASSEMBLY DISTRICT NO.</b>								
<b>SD 08</b>	<b>AD 21</b>								

Grantee's Representative Authorized in Resolution

<b>Marcia Raines</b>	<b>Director, Environmental Services Agency</b>	<b>650-599-1388</b>
Name (type)	Title	Phone
Person with day-day responsibility for project (if different from authorized representative)		
<b>Ross Nakasone</b>	<b>Management Analyst</b>	<b>650-363-4027</b>
Name (type)	Title	Phone

Brief description of project

With over 325,000 annual visitors, Crystal Springs Trail is one of the most popular non-motorized, multi-use trails in California. The South of Highway 92 Project, coordinated with other projects, would complete an uninterrupted, non-motorized, multi-use trail stretching nearly 14 miles from the City of San Bruno to the City of Belmont. The 2001-2002 Budget Act funds would also improve safety for the various recreational uses (bicycling, in-line skating and hiking) and non-motorized commuter use by rehabilitating an existing service road.

The Crystal Springs Trail Extension—South of 92 project is part of the \$1.2 million, Phase I portion of the Crystal Springs Trail Plan. Phase I adds 6.3 new miles to the Crystal Springs Trail, which will provide an uninterrupted, non-motorized, multi-use trail from the City of San Bruno to the City of Belmont. The South of 92 project includes rehabilitating and opening for public access an existing service road. The project also includes safety elements for the various uses (bicycling, in-line skating and scooting) and improving the road surface, and installing signage, fencing and gates to protect the sensitive habitat and San Francisco's Peninsula Watershed. The member request state funds will fund the design elements including environmental reconnaissance, topographical work, and plans and specification. Construction of trail elements will include any needed retaining walls, gates and preliminary site prep as funds permit.

For Dev. Projects Land Tenure—Project is: -2.5 acres:  
 \_\_\_\_\_ Acres owned in fee simple by Grant Applicant  
 \_\_\_\_\_ Acres available under a \_\_\_\_\_ year lease  
-2.5 Acres other interest (explain): An MOU between County Parks and the SFPUJ (landowner) governs the permitted landuses.

For Acquisition projects—Projects will be \_\_\_\_\_ Acres:  
 \_\_\_\_\_ Acquired in fee simple by Grant Applicant  
 \_\_\_\_\_ Acquired in other than fee simple (explain) \_\_\_\_\_

I certify that the information contained in this project application form, including required attachments, is accurate:

Signed \_\_\_\_\_  
 Grantee's Authorized Representative as shown in Resolution

\_\_\_\_\_  
 Date

San Mateo County Parks and Recreation Division  
Crystal Springs Trail Project—South of 92

**ENVIRONMENTAL IMPACT REPORT  
RESPONSE FROM STATE CLEARING HOUSE  
NOTICE OF DETERMINATION**

**Environmental Impact Report**

Negative Declaration, dated December 15, 1993, attached.

**Response from State Clearinghouse**

Governor's Office of Planning and Research response, dated January 6, 1994, attached.

**Notice of Determination**

Notice of Determination, dated October 5, 1994, attached.

COUNTY OF SAN MATEO, PLANNING DIVISION

NEGATIVE DECLARATION

108117

A notice, pursuant to the California Environmental Quality Act of 1970, as amended (Public Resources Code 21,000, et seq.) that the following project: proposed expansion of the Sawyer Camp Trail, when implemented will not have a significant impact on the environment.

FILE NO.: EP 91-0003

OWNER: San Francisco Water Department

APPLICANT: San Mateo County Parks and Recreation Department

**FILED**

DEC 15 1993

WARREN SLUGGUM, County Clerk

By  DEPUTY CLERK

PROJECT DESCRIPTION AND LOCATION

The proposed trail expansion will provide approximately 3.25 miles to the north, .30 miles to the east, and 3.10 miles to the South of the existing Sawyer Camp Trail. The Sawyer Camp Trail is located on the easterly side of Crystal Springs Watershed, west of I-280, in San Mateo County. For more information see attached Project Description.

FINDINGS AND BASIS FOR A NEGATIVE DECLARATION

The Planning Division has reviewed the initial study for the project and, based upon substantial evidence in the record, finds that:

1. The project will not adversely affect water or air quality or increase noise levels substantially;
2. The project will not have adverse impacts on the flora or fauna of the area;
3. The project will not degrade the aesthetic quality of the area;
4. The project will not have adverse impacts on traffic or land use;
5. In addition, the project will not:
  - a. Create impacts which have the potential to degrade the quality of the environment.
  - b. Create impacts which achieve short-term to the disadvantage of long-term environmental goals.
  - c. Create impacts for a project which are individually limited, but cumulatively considerable;
  - d. Create environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.

The County of San Mateo has, therefore, determined that the environmental impact of the project is insignificant.

10. Culverts will be installed to drain runoff off of the trails and prevent puddling or erosion.
11. Foot bridges will be installed where necessary to facilitate both trails and natural drainage channels.
12. Erosion control measures, as are necessary, will use either physical means to divert, intercept siltation, or shall use revegetation.
13. Native soils and native plants will be used for construction of the San Mateo Creek Trail Connection, and the southern end of the Crystal Springs Trail North.
14. Bee hives on the Crystal Springs Trail North along the service road on Water Department Lands will be relocated, to avoid conflict with public safety.
15. County ordinances developed for the existing Sawyer Camp Trail, and other County trails, will apply and be enforced.

RESPONSIBLE AGENCY CONSULTATION

- City and County of San Francisco
- San Francisco Water Department
- San Francisco Public Utilities Commission
- CalTrans
- California Department of Fish & Game
- Golden Gate National Recreation Area
- Bay Area Regional Water Quality Control Board

INITIAL STUDY

The San Mateo County Planning Division has reviewed the Environmental Evaluation of this project and has found that the probable environmental impacts are insignificant. A copy of the initial study is attached.

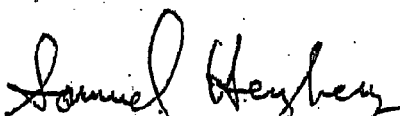
REVIEW PERIOD December 6, 1993 to January 6, 1994

All comments regarding the correctness, completeness, or adequacy of this Negative Declaration must be received by the County Planning Division, 590 Hamilton Street, Redwood City, no later than 5:00 p.m., January 6, 1994.

CONTACT PERSONS

Bob Emert  
San Mateo County Parks and Recreation Department  
415/363-4099

Sam Herzberg  
San Mateo County Planning and Building Division  
415/363-1823

  
\_\_\_\_\_  
Sam Herzberg, Project Planner

SH:cdn/kcd - SFHD2262.NCH



## GOVERNOR'S OFFICE OF PLANNING AND RESEARCH

1400 TENTH STREET  
SACRAMENTO, CA 95814

January 6, 1994

SAM HERZBERG  
SAN MATEO COUNTY PLANNING DIVISION  
590 HAMILTON STREET  
REDWOOD CITY, CA 94063

Subject: EXPANSION OF EXISTING SAWYER CAMP TRAIL SCH #: 93121019

Dear SAM HERZBERG:

The State Clearinghouse submitted the above named environmental document to selected state agencies for review. The review period is closed and none of the state agencies have comments. 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 Mark Goss at (916) 445-0613 if you have any questions regarding the environmental review process. When contacting the Clearinghouse in this matter, please use the eight-digit State Clearinghouse number so that we may respond promptly.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Chiriatti, Jr.", written over a faint, illegible background.

Michael Chiriatti, Jr.  
Chief, State ClearinghouseRECEIVED  
JAN 12 2 36 PM '93  
SAN MATEO COUNTY  
PLANNING DIVISION

**NOTICE OF Completion**

See NOTE below  
 SCH # **93121019**

Mail to: State Clearinghouse, 1400 Tenth Street, Sacramento, CA 95814 916/445-0613

Project Title: Expansion of existing Sawyer Camp Trail

Lead Agency: San Mateo County Planning Division

Street Address: 590 Hamilton Street

City: Redwood City, CA

Zip: 94063

Contact Person: Sam Herzberg

Phone: 415/365-7102

County: San Mateo

**Project Location**

County: San Mateo City/Nearest Community: San Bruno Millbrae Hillsborough

Cross Streets: Skyline & San Bruno Ave. to Hillcrest Blvd., Crystal Springs Road to Canada Road

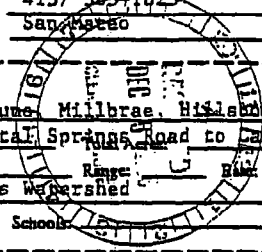
Assessor's Parcel No.: 093-020,040,070,080,090

Within 2 Miles: State Hwy #: 280

Waterways: Crystal Springs Watershed

Airports: \_\_\_\_\_

Railways: \_\_\_\_\_



**Document Type**

- CEQA:  NOP  Supplement/Subsequent  NEPA:  NOI  Other:  Joint Document  
 Early Cons  EIR (Prior SCH No.)  EA  Final Document  
 Neg Dec  Other \_\_\_\_\_  Draft EIS  Other \_\_\_\_\_  
 Draft EIR  FONSI

**Local Action Type**

- General Plan Update  Specific Plan  Rezons  Amstetation  
 General Plan Amendment  Master Plan  Prezons  Redevelopment  
 General Plan Element  Planned Unit Development  Use Permit  Coastal Permit  
 Community Plan  Site Plan  Land Division (Subdivision, Parcel Map, Tract Map, etc.)  Other \_\_\_\_\_

**Development Type**

- Residential: Units \_\_\_\_\_ Acres \_\_\_\_\_  Water Facilities: Type \_\_\_\_\_ MGD  
 Office: Sq.ft. \_\_\_\_\_ Acres \_\_\_\_\_ Employees \_\_\_\_\_  Transportation: Type \_\_\_\_\_  
 Commercial: Sq.ft. \_\_\_\_\_ Acres \_\_\_\_\_ Employees \_\_\_\_\_  Mining: Mineral \_\_\_\_\_  
 Industrial: Sq.ft. \_\_\_\_\_ Acres \_\_\_\_\_ Employees \_\_\_\_\_  Power: Type \_\_\_\_\_ Watts  
 Educational \_\_\_\_\_  Waste Treatment: Type \_\_\_\_\_  
 Recreational: Trail development  Hazardous Waste: Type \_\_\_\_\_  
 Other: \_\_\_\_\_

**Project Issues Discussed in Document**

- Aesthetic/Visual  Flood Plain/Flooding  Schools/Universities  Water Quality  
 Agricultural Land  Forest Land/Fire Hazard  Septic Systems  Water Supply/Groundwater  
 Air Quality  Geologic/Seismic  Sewer Capacity  Wetland/Riparian  
 Archeological/Historical  Minerals  Soil Erosion/Compaction/Grading  Wildlife  
 Coastal Zone  Noise  Solid Waste  Growth Inducing  
 Drainage/Absorption  Population/Housing Balance  Toxic/Hazardous  Landuse  
 Economic/Jobs  Public Services/Facilities  Traffic/Circulation  Cumulative Effects  
 Fiscal  Recreation/Parks  Vegetation  Other \_\_\_\_\_

**Present Land Use/Zoning/General Plan Use**

Resource Management (RM) / Watershed

**Project Description**

Expansion of existing Sawyer Camp Trail in the Crystal Springs watershed. The proposed multi-use trail will provide an additional approximate 3.25 miles of trail to the north, .30 miles to the east, and 3.10 miles of trail to the south of the existing Sawyer Camp Trail.

CLEARINGHOUSE CONTACT: **MARK GOSS**  
 (916) 445-0613

STATE REVIEW BEGAN: 12-7-93

DEPT REV TO AGENCY: 12-30

AGENCY REV TO SCH: 1-4

SCH COMPLIANCE: 1-6

PLEASE NOTE SCH NUMBER ON ALL COMMENTS

PLEASE FORWARD LATE COMMENTS DIRECTLY TO THE LEAD AGENCY ONLY

AOHD/APCD: 2 (Resources: 12/11)

- CMT SMT**
- \_\_\_ \* Resources
  - \_\_\_ Boating
  - \_\_\_ Coastal Cons
  - \_\_\_ Coastal Conserv
  - \_\_\_ Colorado Rvr Bd
  - \_\_\_ Conservation
  - \_\_\_ \* Fish & Game 3
  - \_\_\_ Forestry
  - \_\_\_ Parks & Rec/OHP
  - \_\_\_ Reclamation
  - \_\_\_ SCDC
  - \_\_\_ DWR
  - \_\_\_ Bus Transp Hous
  - \_\_\_ Aeronautics
  - \_\_\_ CHP
  - \_\_\_ \* Caltrans # 4
  - \_\_\_ Trans Planning
  - \_\_\_ Housing & Deval
  - \_\_\_ Health & Welfare
  - \_\_\_ Drinking H2O
  - \_\_\_ Medical Waste

- CMT SMT**
- \_\_\_ State/Consumer Svcs
  - \_\_\_ General Services
  - \_\_\_ CLA (Schools)
  - \_\_\_ Cal/EPA
  - \_\_\_ ARB
  - \_\_\_ CA Waste Mgmt Bd
  - \_\_\_ SWRCB:--Grants
  - \_\_\_ SWRCB:--Delta
  - \_\_\_ SWRCB:--Wtr Quality
  - \_\_\_ SWRCB:--Wtr Rights
  - \_\_\_ \* Reg. WOCB # 2
  - \_\_\_ DTSC/CTC
  - \_\_\_ Yth/Adlt Corrections
  - \_\_\_ Corrections
  - \_\_\_ Independent Comm
  - \_\_\_ Energy Comm
  - \_\_\_ NANC
  - \_\_\_ S PUC
  - \_\_\_ Santa Mn Mtns
  - \_\_\_ \* State Lands Comm
  - \_\_\_ Tahoe Rgl Plan
  - \_\_\_ Other: \_\_\_\_\_

Notice of Determination

County of San Mateo Planning and Building Division Pony 5500 590 Hamilton Street Redwood City, CA 94063 Planner: <u>Sam Herzberg</u>	For Clerk Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">FILED</div> <div style="text-align: center;">OCT 05 1994</div> <div style="text-align: center;">WAKNE... County Clerk</div> <div style="text-align: center;">By <u>[Signature]</u> DEPUTY CLERK</div>
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Subject

Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

Crystal Springs Watershed Trails

Project Title

SCH 93121019	Sam Herzberg	415/363-1823
State Clearinghouse Number (If submitted to Clearinghouse)	Lead Agency Contact Person	Area Code/Telephone/Extension

Crystal Springs Watershed, San Mateo County

Project Location (include county)

Project Description:

Expansion of trails in Crystal Springs Watershed approximately 3.25 miles to the north, and 3.10 miles to the south of the existing Sawyer Camp Trail.

This is to advise that the County of San Mateo [  Lead Agency  Responsible Agency ] has approved the above described project on October 4, 1994 and has made the following determinations regarding the above described project:

1. The project [  will  will not ] have a significant effect on the environment.
2.  An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.  
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [  were  were not ] made a condition of the approval of the project.
4. A statement of Overriding Considerations [  was  was not ] adopted for this project.
5. Findings [  were  were not ] made pursuant to the provisions of CEQA.

This is to certify that the [  final EIR  Negative Declaration ] with comments and responses and record of project approval is available to the General Public at the Planning and Building Division Office, 590 Hamilton Street, 2nd Floor, Redwood City, California, 94063.

<u>Sam Herzberg</u>	October 5, 1994	Planner II
Signature (Public Agency)	Date	Title

Date received for filing at OPR:

San Mateo County Parks and Recreation Division  
Crystal Springs Trail Project—South of 92

PROJECT LOCATION MAP



# CONTEXT MAP



Everyone needs a little direction in life

Redwood City, CA

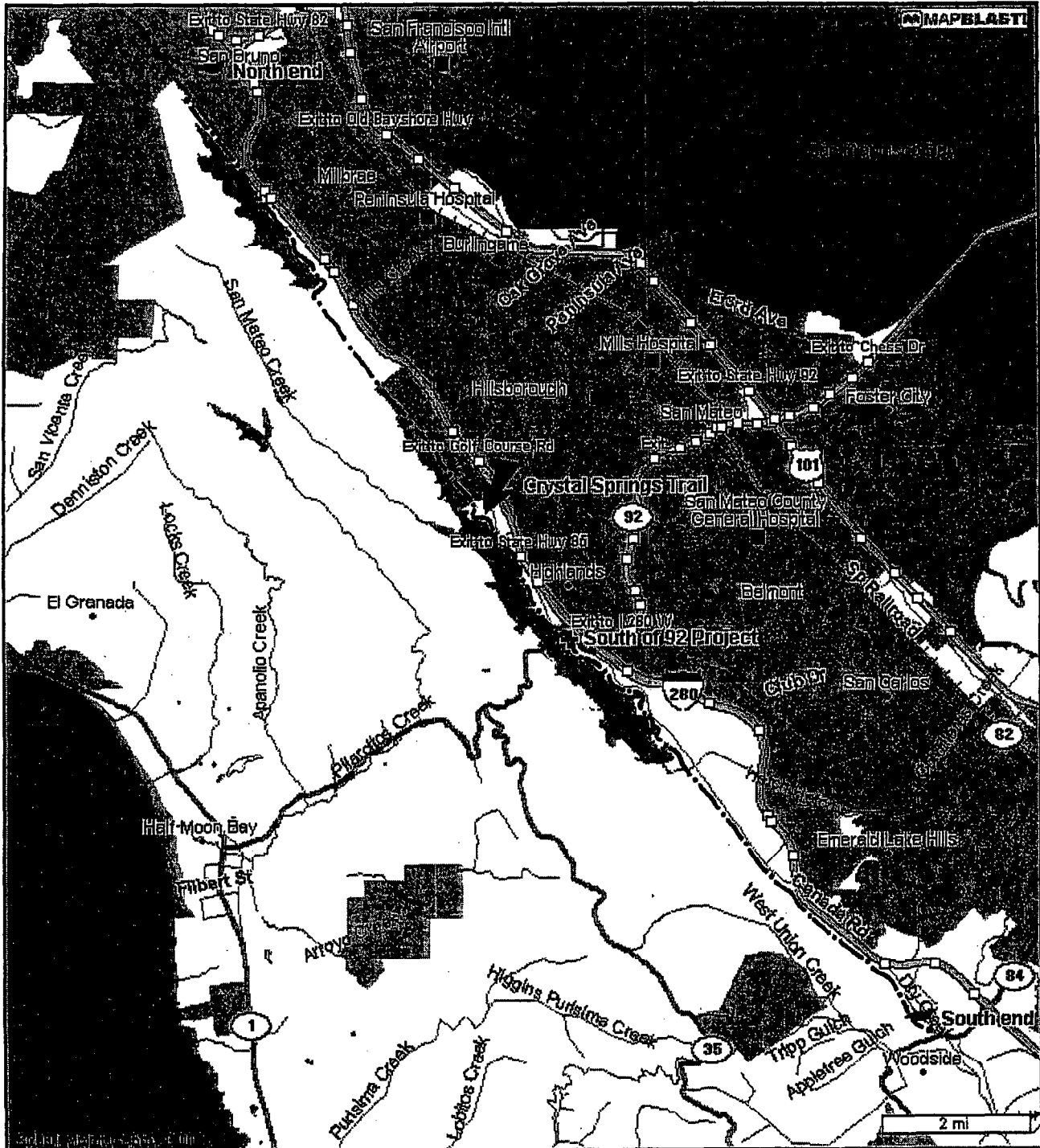


[ Icon Latitude: 37.550715, Longitude: -122.353636 ]

# PROJECT LOCATION MAP



Redwood City, CA



[ Icon Latitude: 37.540238, Longitude: -122.384443 ]

San Mateo County Parks and Recreation Division  
Crystal Springs Trail Project—South of 92

**EVIDENCE OF ADEQUATE LAND TENURE**

**Evidence of Adequate Land Tenure**

N/A—The County of San Mateo operates and maintains the Crystal Springs Trail Complex trails as part of a Memorandum of Understanding between County Parks and the San Francisco Public Utilities Commission. Find attached a copy of the MOU.

~~MEMORANDUM OF UNDERSTANDING BETWEEN~~  
COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO  
FOR TRAIL DEVELOPMENT AND THE CONVEYANCE OF TRAIL EASEMENTS  
IN THE SAN FRANCISCO WATER DEPARTMENT PENINSULA WATERSHED

This Memorandum of Understanding is entered into  
this 22nd day of April 1993, with reference to the  
following facts.

WHEREAS, The San Francisco Water Department (SFWD) owns  
23,000 acres of watershed land in San Mateo County ("Peninsula  
Watershed"); and

WHEREAS, The Peninsula Watershed is used primarily for the  
collection, storage, and transmission of drinking water; and

WHEREAS, Use of the Peninsula Watershed for water  
collection purposes is consistent with maintaining the property  
as open space for the benefit of residents of the Bay Area; and

WHEREAS, San Mateo County, through its Parks and Recreation  
Department, has offered to pay for the cost of developing and  
maintaining trails and associated facilities on the periphery of  
the Peninsula Watershed in exchange for the provision of public  
access to these areas by the SFWD; and

WHEREAS, The SFWD is willing to grant permanent easements  
for trail purposes to San Mateo County without cost due to the  
substantial public benefit involved with such a grant; and

WHEREAS, San Mateo County currently holds use permits for  
other portions of the SFWD Peninsula Watershed, and the parties  
wish to reach a combined, master agreement as to the maintenance  
and management of some of these permit areas in addition to new  
trails to be developed; and

WHEREAS, The parties wish to memorialize their respective  
obligations regarding trail development, trail maintenance, and  
management of all of the county's recreational facilities in the  
SFWD Peninsula Watershed;

NOW, THEREFORE, BE IT RESOLVED the City and County of San  
Francisco and the County of San Mateo enter into the following  
Memorandum of Understanding.

1. Trails To Be Constructed.

San Mateo County wishes to construct a number of trails  
within the Peninsula Watershed pursuant to the County's master



trail plan. Pursuant to the terms and conditions of this MOU, San Mateo County shall survey, design and construct an initial four (4) trails for appropriate non-motorized recreational use. Future trails will be constructed pursuant to the terms and conditions of this MOU. The following five (5) trails will be constructed as indicated on the map attached to this MOU as appendix A:

A. San Andreas Trail: from south of Cambridge Lane to Larkspur.

B. San Andreas Trail/Sawyer Camp Trail Connector: from south end of San Andreas Trail to north end of Sawyer Camp Trail. This trail will not be developed for bicycle use; bicyclists shall be required to continue detouring to surface streets.

C. Crystal Springs Trail: from south of Sawyer Camp Trail to State Highway 92 and one mile beyond.

D. San Mateo Creek Trail: from south end of Sawyer Camp Trail to Old Stage Road.

2. Phasing of Trail Construction: Trail segments identified in Appendix A which require the construction of fencing, parking, sanitary, safety and other support facilities shall not be opened for public use until such support facilities are in place. A facilities plan showing the type, general nature and location of sanitary facilities, parking areas, safety features, fencing and drainage improvements shall be submitted to the SFWD for approval prior to the granting of trail easements by the City. Improvements for a given trail segment shall be completed no later than three (3) years from the date that the easement for that trail segment is granted, unless the completion date of these facilities is extended by mutual agreement of the parties.

3. Standards of Trail Development.

Trails will be asphalt paved to a maximum width of fifteen (15) feet. San Mateo County will pay for all required surveying, paving, grading, and sign posting required as a result of trail use. The SFWD shall approve the final design and location of trails and associated improvements. Such approval shall not be unreasonably withheld.

4. Sanitary Facilities, Parking Areas, Safety Features and Drainage.

San Mateo County shall bear all costs of and be responsible for the design and construction of appropriate permanent sanitary facilities, safety features and parking areas for trail use. San Mateo County will also bear the cost of and be responsible for the design and construction of drainage facilities which, in the

opinion of SFWD water quality, are required to protect water quality in Crystal Springs and San Andreas Reservoirs, and tributaries to these reservoirs. The SFWD shall approve the final location, design and number of sanitary, safety, parking and drainage facilities to be constructed by San Mateo County. Such approval shall not be unreasonably withheld.

5. Fencing.

San Mateo County will bear all expenses and costs of installing fencing required to restrict public access to the designated trail easement areas. Fencing shall be required on both sides of the trail. Fencing on the west side of the trail (between the trail and the reservoirs) shall be either a 6 foot high chain link fence or 5 strand barbed wire at locations agreed upon by the SFWD and San Mateo County. Fencing on the west side of the trail shall be located so as to minimize the visual impact of the fencing to users of the trail by moving the location of the fence away from the easement where appropriate. Fencing on the east side of the trail shall be 5 strand barbed wire. Fencing required for the four trails developed pursuant to this MOU shall be erected at the approximate locations shown on Appendix A, with the exact locations of fencing to be determined upon the granting of trail easements from the City to San Mateo County.

6. Environmental Review and Permits.

San Mateo County will be responsible for all environmental review which may be required under the California Environmental Quality Act (CEQA) and for obtaining any required approvals and permits from other governmental agencies, except for modifications to any state Department of Public Health drinking water supply permits referenced in Article 9 of this MOU. San Mateo County will function as the lead agency for the trails program, with the City and County of San Francisco acting as a responsible agency.

7. Maintenance of Trails and Associated Support Facilities.

San Mateo County shall keep the surface of the easement areas in good and sightly condition. San Mateo County is responsible for the cost of all maintenance and repair of trails and associated facilities, including signage, parking areas, drainage and sanitary facilities, fencing, lighting, hazard reduction, weed abatement, erosion control and any other facilities constructed for the purpose of futhering public access to the Peninsula watershed via the trails to be constructed under this MOU. The SFWD shall initially review and approve all maintenance methods, techniques and materials; such approval shall not be unreasonably withheld. The SFWD's approval shall not be required for subsequent maintenance operations which do not differ substantially from the original maintenance proposal.

8. Indemnification.

San Mateo County shall be responsible and liable for any and all damages to the City's structures or property in the SFWD Peninsula watershed, due directly or indirectly to the construction of trails and related facilities under this MOU and shall promptly pay any just claim therefor. San Mateo County shall assume the defense of and indemnify and save harmless the City and County of San Francisco, its Public Utilities Commission, officers and employees from all claims, losses, liens, damages, injuries and liabilities of every kind, nature, and description, directly or indirectly arising from San Mateo County's installation, operation and public use of the trail system constructed pursuant to this MOU regardless of responsibility for negligence, excepting such claims, losses, liens, damages, injuries and liabilities as arises from the sole negligence or willful misconduct of City, its officers, agents or employees.

9. Possible Modification of DHS Water Supply Permit.

The SFWD will determine if any changes are required to existing water supply permits as a result of recreational access to the watershed, and if so, will take the necessary steps to obtain such a modification to permit public access for trails developed pursuant to the MOU.

10. Changes in Trail Locations/ Modifications to Facility Plan.

No modifications may be made by San Mateo County to the trail easements or public use facility locations as indicated in Appendix A and the facilities plan required by paragraph 2 of this MOU without the written concurrence of the SFWD.

11. Modifications to Existing SFWD Facilities.

If necessary, San Mateo County shall be responsible for the design, construction, and installation of any modifications to existing SFWD facilities which may be required to afford public access to the trails to be constructed under this MOU. Once installed, the SFWD shall assume all responsibility for maintenance and upkeep of trail related modifications which may be attached to SFWD infrastructure.

12. Agreement Does Not Affect the Terms of the Scenic Easement or the Scenic and Recreation Easement.

This MOU does not and shall not be construed to alter or amend the terms of the 1969 Scenic Easement and Scenic and Recreation Easement provided by the City and County of San Francisco to the United States Department of the Interior. This provision extends to and includes, but is not limited to, paragraph 8(c) of the Scenic Easement, which provides that the Scenic Easement does not and shall not be construed to grant the public any right to enter lands burdened by the Scenic Easement for any purpose. City's participation in this MOU does not and

shall not be construed to waive the SFWD's right to foreclose public access to areas covered by the Scenic Easement except to the extent provided for in the trails easements covered by this MOU.

13. Real Estate Surveys/ Granting of Easements by City.

San Mateo will be responsible for preparing all environmental documentation and appropriate surveys of trail location scaled from aerial maps accurate to within a location of plus or minus five feet. These materials will be furnished to the SFWD for approval of the sale of easements by the San Francisco Public Utilities Commission to San Mateo County at no cost. The Public Utilities Commission will in turn seek approval of the sale of these trail easements by the San Francisco Board of Supervisors.

14. Transferability of Assignability of Trail Easements.

San Mateo County shall not transfer, assign or sublet the trail easements to be conveyed pursuant to this MOU to any person or entity without the express written consent of the City and County of San Francisco.

15. Uses Authorized by Easement.

The trail easements which will be created pursuant to this MOU will be used solely for purposes of appropriate trail use. The San Andreas Trail/ Sawyer Camp Trail connector shall not include bicycling use until the trail can be constructed to meet state standards for multiple use trails. Motorized vehicle access shall be limited solely to security patrol vehicles, emergency vehicles, SFWD operations personnel or other authorized users. The limitation to non-motorized recreational uses shall be included within the terms of the easements transferred by the City to San Mateo.

16. Removal of Trail Facilities at City's Request As May Be Required By SFWD Construction.

San Mateo County shall, on receipt of written notice to do so, and within such reasonable time limits as may be fixed by said notice, support, alter or relocate at its expense any improvements, plantings or other property to such extent as may be required to avoid interference with any of the City's pipe, power lines, or other utility structures now or hereafter to be constructed or with the maintenance thereof or with any other operations or land use by City.

17. Clearance for Existing City Facilities.

In the event that San Mateo County installs underground utility facilities across the City's premises as may be required to construct the trails and associated facilities pursuant to this MOU, the clear distance between the bottom of San Mateo County's installation and the top of the City's existing and proposed water lines shall not be less than 12 (twelve) inches

and the County's installation shall be placed at an approximately constant grade for the entire crossing.

18. Rules and Regulations of Applicable to Trail Use.

Public use of the easements for trail purposes shall be governed by San Mateo County Parks Rules and Regulations. Suitable additional regulations proposed by the SFWD for the protection of water supply operations shall also be applicable as agreed upon by the SFWD and San Mateo County. Use of the trails shall be limited to daylight hours between sunrise and sunset. No dogs shall be allowed on the trails. These use restrictions shall be posted at each entrance to the trail system.

19. Security.

San Mateo County shall post signs, approved by the SFWD, to direct, protect, preserve and inhibit the misuse of adjoining watershed land managed for water supply purposes by the SFWD. San Mateo County shall not interfere with SFWD watershed operations and shall take all reasonable precautions to prevent unauthorized motorized vehicle access, fire, pollution and contamination of the City's reservoirs. The SFWD reserves the right to temporarily suspend use of the trail system in the event that severe fire conditions warrant such suspension. San Mateo County shall be responsible for providing public protection and surveillance of trail areas, including daily patrols and emergency medical responses required by public use of trails within the SFWD Peninsula watershed.

20. Consolidation of Existing Recreational Licenses Into this MOU.

San Mateo County currently has several permits licenses from the SFWD to use portions of the SFWD Peninsula watershed lands for public recreational purposes, including, but not limited to, the Jepson Laurel Picnic area and the Sheep Camp Trail. A list and map showing the locations of these permits and licenses is attached to this MOU as Appendix B. The parties agree to formalize these permits and licenses into easements to be granted by the City to the County of San Mateo within three years of the date of this MOU, and to have the transfer and development for public use of all such easements governed by the terms of this MOU or portions thereof as the parties may subsequently agree. It is understood by the parties hereto that this MOU shall not be applicable to any trails or recreational facilities located within the Peninsula Watershed for which San Mateo County currently holds a an easement or fee interest.

21. Approval of Plans and Specifications

San Mateo County shall provide construction plans and specifications for proposed trail facilities to the Manager of the Water Supply Division of the SFWD at least sixty (60) working days prior to the date of beginning construction, maintenance and repairs permitted under this MOU.

**22. Notifications Required Under this Agreement**  
All notifications, plans and specifications, and communications shall be directed to the following:

San Mateo County Parks  
and Recreation Dept.  
County Office Building  
590 Hamilton Street  
Redwood City, CA 94063

General Manager and Chief  
Engineer  
San Francisco Water Department  
425 Mason Street  
San Francisco, California 94102

**23. Insurance.**

A. San Mateo County shall maintain throughout the term of this MOU, at San Mateo County's expense, insurance as follows:

1. Workers' Compensation insurance, including Employers' liability with limits not less than \$1,000,000 each accident, or be permissibly uninsured with the State of California, Department of Industrial Relations or successor agency;
2. Comprehensive or Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Advertising Liability, Independent Contractors, Damage to Underground Utilities, Broadform Property Damage, Products Liability and Completed Operations;
3. Comprehensive or Business Automobile Liability Insurance with limits not less than \$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.

B. Should any of the required insurance be provided under a claims-made form, San Mateo County shall maintain such coverage continuously throughout the term of this MOU and, without lapse, for a period of three years beyond the MOU expiration, to the effect that, should occurrences during the MOU term give rise to claims made after expiration of the MOU, such claims shall be covered by such claims-made policies.

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

D. Liability policies shall be endorsed to name as additional insureds the City and County of San Francisco, its Officers, Agents, Employees and Members of Commissions.

E. All policies shall be endorsed to provide the following:

1. Thirty (30) days prior written notice of cancellation to:

General Manager and Chief Engineer  
San Francisco Water Department  
425 Mason Street  
San Francisco, California 94102

2. That such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

F. Before commencement of activities under this MOU, certificates of insurance, in form and with insurers acceptable to City, shall be furnished, with complete copies of policies to City promptly upon request.

24. Agreement made in California.

This MOU is made in California and shall be construed under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

COUNTY OF SAN MATEO

COUNTY OF SAN FRANCISCO

By: Mary Griffin  
MARY GRIFFIN  
President  
BOARD OF SUPERVISORS

By: John P. Mollane  
JOHN P. MOLLANE  
General Manager  
SAN FRANCISCO WATER DEPARTMENT

**AUTHORIZED BY:**

BOARD OF SUPERVISORS

PUBLIC UTILITIES COMMISSION

Resolution No. 56569

Resolution No. 92-0303

Adopted: October 6, 1992

Adopted: October 13, 1992

**ATTEST:**

Richard I. Silver  
RICHARD I. SILVER  
Clark of The Board  
Board of Supervisors

Romaine A. Boldridge  
ROMAINE A. BOLDRIDGE  
Secretary  
Public Utilities Commission

**APPROVED AS TO FORM:**

THOMAS F. CASEY  
By: Michael P. Murphy  
MICHAEL P. MURPHY  
County Counsel

LOUISE E. RENNE  
By: Joshua D. Milstein  
JOSEPH D. MILSTEIN  
Deputy City Attorney



EXHIBIT B  
MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY AND COUNTY OF SAN FRANCISCO  
AND SAN MATEO COUNTY  
FOR TRAIL DEVELOPMENT

LIST OF TRAIL PERMITS/LICENSES TO BE CONVERTED INTO EASEMENTS  
PURSUANT TO PARAGRAPH 20 OF THE MOU

1. SFWD Drawing B-4293: San Andreas Trail- North
2. SFWD Drawing B-4060: San Andreas Trail-South (permit formerly held by Cal Trans, now expired)
3. SFWD Drawing B-4239: Jepson Laurel Picnic area.
4. SFWD Drawing B-3977: Ralston Avenue trail connector.
5. SFWD Drawing C-955: Sheep Camp trail.
6. SFWD Drawing B-3904: Canada Road/ Edgewood Park connectors.
7. SFWD Drawing 4246: Canada Road/ Raymundo Road connector.

EXHIBIT

B

San Mateo County Parks and Recreation Division  
Crystal Springs Trail Project—South of 92

**ACQUISITION MAP**

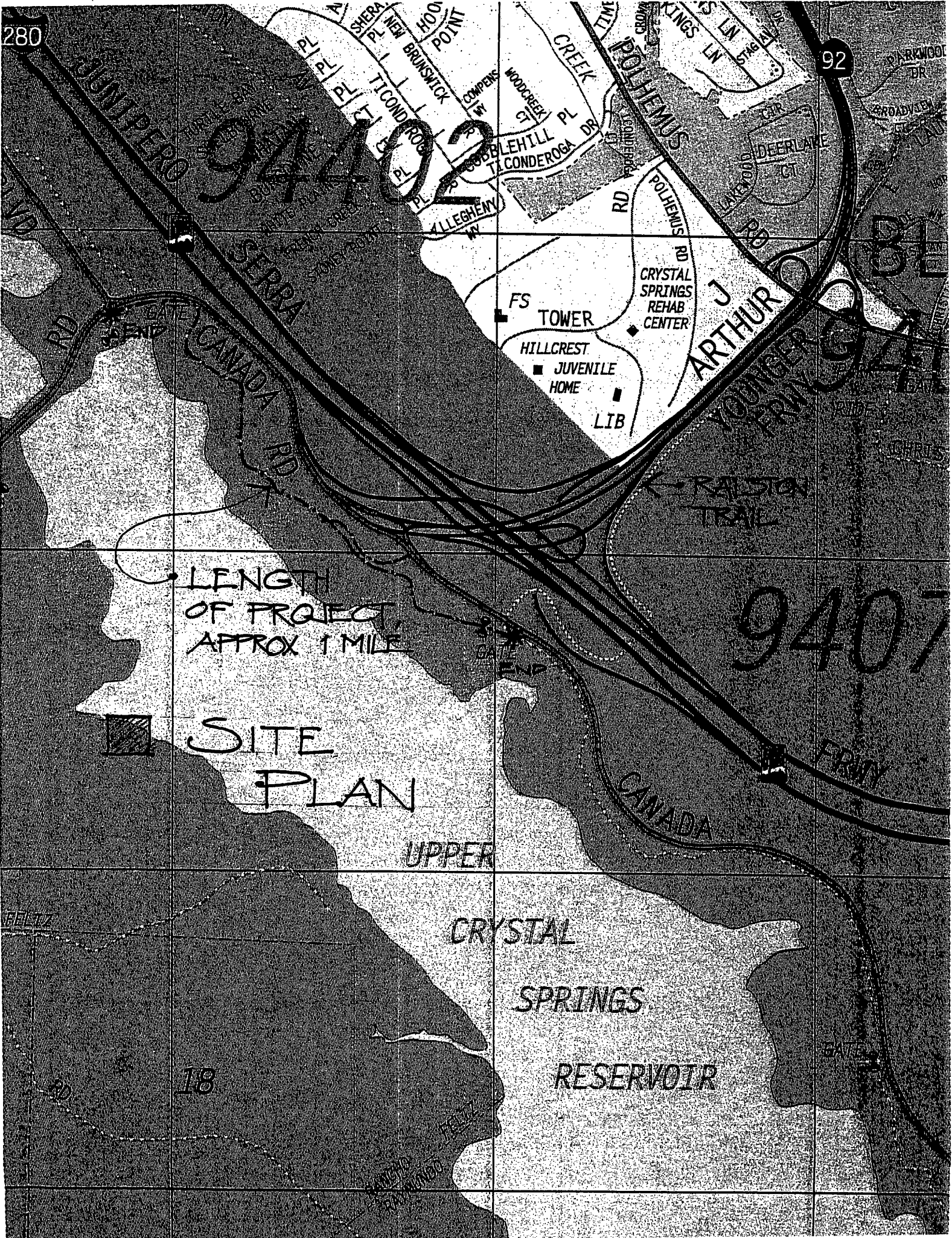
**Acquisition Map**

N/A—This project does not involve a land acquisition.

San Mateo County Parks and Recreation Division  
Crystal Springs Trail Project—South of 92

**SITE PLAN**

**As attached.**



LENGTH OF PROJECT APPROX 1 MILE



SITE PLAN

UPPER

CRYSTAL

SPRINGS

RESERVOIR

18

9407

9444

92

280

31

944

944

944

944

944

944

944

944

944

San Mateo County Parks and Recreation Division  
Crystal Springs Trail Project—South of 92

**ACQUISITION SCHEDULE**

**Acquisition Schedule**

N/A-- This project does not involve a land acquisition.

San Mateo County Parks and Recreation Division  
Crystal Springs Trail Project—South of 92

**COST ESTIMATES**

As attached.

San Mateo County Parks and Recreation Division  
 Crystal Springs Trail Extension: South of 92 Project  
**Cost Estimates**

Task	Amount	unit	T & M / unit	Amount	Grant Funds	Other Funds
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Design Services						
Schematic design: trail alignment and facilities				Complete		
Environmental Impact Report				Complete		
Sensitive species study				\$ 5,000.00		
Topographic Survey				\$ 4,000.00		
Grading and Drainage plan				\$ 20,000.00		
Design details and Engineering specifications				\$ 15,000.00		
Erosion control and vegetative restoration plan				\$ 5,000.00		
				\$ 49,000.00		

Permitting easement and construction						
SFPUC				\$ 1,000.00		
Cal Trans				\$ 2,000.00		
				\$ 3,000.00		

<b>Design and Permitting Total</b>				\$ 52,000.00		
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Task	Amount	unit	T & M / unit	Amount	Grant Funds	Other Funds
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<b>Site Preparation</b>				\$ 32,000.00		
Preliminary Site Preparation				\$ 32,000.00		

<b>Site Preparation Total</b>				\$ 32,000.00		
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Construction						
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<b>New Trail sections</b>				\$ 59,000.00		
Retaining walls	2950	sq.'	\$ 20.00	\$ 59,000.00		

<b>Circulation control elements</b>				\$ 14,000.00		
Ornamental vehicular service gate	2		\$ 5,000.00	\$ 10,000.00		
Ornamental pedestrian gate	2		\$ 2,000.00	\$ 4,000.00		

<b>Construction Total</b>				\$ 73,000.00		
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<b>Project Administration and Management</b>				\$ 40,000.00		
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**TOTAL PROJECT COST** \$ 197,000.00