

RIGHT OF WAY AGREEMENT

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4-SM-1
A.P.N. 023-780-120

County of San Mateo
Department of Parks
455 County Center, 4th Floor
Redwood City, California 94063-1646

California Department of Transportation
District 4
111 Grand Avenue
Oakland, CA 94612

1. This Agreement is made this _____ day of _____, 20 ____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE," and the County of San Mateo Department of Parks acting on behalf of the County of San Mateo, hereinafter referred to as "COUNTY".
2. It is hereby agreed to and between the parties hereto that STATE will grant to COUNTY at no cost a Director's Easement for public recreational purposes hereinafter referred to as "TRAIL EASEMENT." The vicinity of said trail easement is marked in red as "Area A" on the attached map identified as Exhibit "A". It is also hereby agreed to and between the parties that STATE will assign to COUNTY its access rights to that area identified as Area "B" and outlined in green on Exhibit "A". This Trail Easement will become part of COUNTY's public trail system providing access from State Route 1 at the south portal of the Devil's Slide Tunnel to adjacent State Park and County lands. In accepting said easement rights, County agrees to following the terms and conditions as well as the terms and conditions of said easement rights, including those being assigned.
3. Construction of said public access trail shall commence after receipt of notification from STATE of the completion of the STATE's Devil's Slide Tunnel Project but no earlier than 60 days after STATE receives written notification from COUNTY of the construction start date. Upon receipt of the notification of the start of construction, STATE agrees to convey a permit to enter and construct to COUNTY for STATE owned land only.
4. It is understood and agreed that the construction zone is restricted to a width of 50 feet over the proposed trail course within Area "A". STATE agrees to permit COUNTY access through its temporary construction easement on Area "B" after December 2011 but not after March 15, 2016 on a "not to interfere" basis with the STATE's ongoing construction project. If COUNTY determines it needs to extend its access across Area "B" beyond March 15, 2016, COUNTY agrees to secure the explicit written approval of that access from the owner of record. Upon request, COUNTY will provide STATE with satisfactory proof of said permission. COUNTY will be permitted to erect two small trail designation signs within Area "B" and one sign at the point where Area "A" intersects State Route One.
5. Upon completion of said trail construction, COUNTY will provide TRANSPORTATION with all necessary survey information required for TRANSPORTATION to produce a legal description. Subject to the approval of the California Transportation Commission, TRANSPORTATION agrees to grant COUNTY a permanent easement with 180 days after receipt of all necessary survey data.
6. It is agreed by and between the parties hereto that COUNTY will be the responsible party accountable for complying with all permit and environmental requirements associated with the trail construction. COUNTY will provide a plan for TRANSPORTATION's review and approval to restore any and all areas used during construction of the trail to its original natural state with approved native plants at COUNTY's expense. Thereafter, COUNTY will maintain overall responsibility for the restoration area and plant establishment for a period of three years, including but not limited to maintenance, watering, weeding, and any necessary replanting.

Memorandum of Understanding

7. It is understood and agreed by and between the parties hereto that TRANSPORTATION is hereby relieved from all liability and all claims for damages by reason of any injury to any person or persons, or property of any kind whatsoever and to whomsoever, from any cause or causes whatsoever, associated with the activities surrounding the design, construction, maintenance, and public use of EASEMENT. COUNTY herein further understands and agrees to indemnify and save harmless TRANSPORTATION from all liability, loss, cost and obligation on account of or arising out of the use of the trail easement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

For: COUNTY OF SAN MATEO
DEPARTMENT OF PARKS

By _____

For: STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
R.A. MACPHERSON
Deputy District Director
Right of Way

Recommended for Approval:

TERESA McNAMARA
Senior Right of Way Agent

MARK L. WEAVER
District Office Chief
R/W Acquisition & Utility Relocation Services

A topographic map of a coastal region, likely the Pacific Ocean coastline. The map features contour lines indicating elevation. A compass rose is located in the upper left corner, showing North (N) and South (S). The map includes various geographical features such as hills, valleys, and a body of water. Handwritten labels in blue ink are present: 'AREA A' is written near a small body of water in the lower right, and 'AREA B' is written near a larger body of water in the lower left. The map also shows a road network and some buildings. The title 'PACIFIC OCEAN' is printed at the top.

Figure 6.

EXHIBIT "A"