



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
County Manager's Office



**DATE:** October 17, 2011  
**BOARD MEETING DATE:** November 1, 2011  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** David Holland, Assistant County Manager  
**SUBJECT:** Offer by Stanford University to Fund Improvements to Trail along Alpine Road

**RECOMMENDATION:**

Adopt a Resolution authorizing the County Manager or his designee:

- A) To execute an agreement with Stanford University to extend for two additional years to December 31, 2013, the terms of the Stanford University offer to fund improvements to the trail along Alpine Road between Portola Valley and Menlo Park; and
- B) To proceed with all necessary steps to bring a proposed Lower Alpine Trail Improvement project to this Board for consideration within the time frame set forth in the extension agreement with Stanford University.

**BACKGROUND:**

On January 3, 2006, an Agreement for Trail Easements, Construction, Management and Maintenance and Grant of Easements was executed between the County of Santa Clara and Stanford University. The agreement provides that Stanford University make an offer to the County of San Mateo of \$8.4 million, as escalated pursuant to that agreement, to construct a multi-use trail along Alpine Road in unincorporated San Mateo County, with the trail improvements to be completed by December 31, 2011. Under the terms of that agreement the offer to San Mateo County can remain open until December 31, 2011, at which time, if not accepted by the County, the funds will revert to Santa Clara County for recreational purposes. The agreement further provides for an extension of time for two years, until December 31, 2013.

Although your Board has rejected the Stanford University offer in 2008, and reaffirmed the rejection in 2010, Stanford University in July 2011 made the offer again. Your Board, on July 26, 2011, authorized the County Manager's Office to initiate a public outreach process to gather public input regarding the condition of the Lower Alpine Trail, potential actions the County could undertake and the offer by Stanford University.

## **DISCUSSION:**

For nearly two months staff has undertaken an extensive public outreach process to both inform the public of Stanford University's offer and to gather input. Staff scheduled public meetings in the affected area on September 15 and September 20, created an e-mail account for public comments and a website where background documents and public input could be readily shared.

To notify the public, staff mailed fliers to approximately 600 homeowners in the Ladera and Stanford Weekend Acres neighborhoods that provided an overview of Stanford's offer and the County's public outreach process along with the dates, times and locations of the public meetings. Staff also contacted community leaders to assist in notifying neighbors and placed an advertisement in the print edition of The Almanac and in the online version of the publication. Staff also ensured that local journalists were notified and provided details of the offer and the meetings.

Approximately 110 people attended the September 15 community meeting and 130 attended the September 20 meeting. Participants were provided background information and maps of the area. They then were able to ask questions of County staff and then, around individual tables, were asked by facilitators to discuss the current condition of the trail, potential ways to improve it, ways to mitigate concerns they might have in light of Stanford's offer, and express their opinion whether to consider trail construction or reject the offer.

Staff has received approximately 200 e-mail comments to date in addition to numerous comments submitted by U.S. Mail.

Comments from the public meetings and those received by e-mail or U.S. Mail are available for viewing at [www.co.sanmateo.ca.us/alpinetrail](http://www.co.sanmateo.ca.us/alpinetrail)

To summarize, a vast majority of respondents raise concerns about the condition of the current trail. These concerns include the safety of trail users from traffic and other trail users due to the narrow width in some locations, erosion into San Francisquito Creek, the lack of consistency through the length of the trail and the poor state of the trail in many places, among others. A number of respondents said no work should be done on the trail.

Public opinion was widely split. Residents of Stanford Weekend Acres, in particular, raised concerns that any improvements would lead to greater use by cyclists, walkers and runners and lead to additional conflicts as they try to exit or enter their neighborhood due to busy traffic along Alpine Road and short sight lines.

Many respondents, however, said they support improvements as a way to bolster safety, promote walking and cycling, provide recreational opportunities and shore up eroded areas of San Francisquito Creek.

Many respondents said they could not support trail improvements, unless they were able to see design drawings, environmental documents and other materials that would show exactly what an improved trail would look like in any specific location. This is a fair and reasonable request. It is staff's opinion that the majority of respondents could support accepting the Stanford offer under the condition that they will have the opportunity to review design, environmental and engineering documents with an opportunity for your Board to reject or accept the plan at a future date.

Staff is recommending that your Board enter into an extension agreement with Stanford University, whereby the Stanford University offer to fund the improvements will be extended by two years, to December 31, 2013, with the County retaining the right to proceed or not proceed with the construction of the improvements and that the County Manager or his designee, be authorized to proceed with all necessary steps, including any environmental and engineering studies or reports, required to bring a proposed Lower Alpine Trail Improvement project to this Board for consideration within the time frame set forth in the extension agreement with Stanford University.

In the meantime, County staff will continue to work with the potentially impacted communities, including the Ladera and Weekend Acres communities, to establish a workgroup that will meet with staff at regular intervals to review issues of concern in the area.

Adoption of this resolution contributes to the Shared Vision 2025 of a Collaborative Community by promoting cooperation within and between communities in support of a community asset to be enjoyed by all.

The Resolution and Agreement have been reviewed and approved as to form by County Counsel.

**FISCAL IMPACT:**

All costs are reimbursed through agreement with Stanford University, there is no net county cost.

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

**\* \* \* \* \***

**RESOLUTION AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE :**

**A) TO EXECUTE AN AGREEMENT WITH STANFORD UNIVERSITY TO EXTEND FOR TWO ADDITIONAL YEARS, TO DECEMBER 31, 2013, THE TERMS OF THE STANFORD UNIVERSITY OFFER TO FUND IMPROVEMENTS TO THE TRAIL ALONG ALPINE ROAD BETWEEN PORTOLA VALLEY AND MENLO PARK; AND B) TO PROCEED WITH ALL NECESSARY STEPS TO BRING A PROPOSED LOWER ALPINE TRAIL IMPROVEMENT PROJECT TO THIS BOARD FOR CONSIDERATION WITHIN THE TIME FRAME SET FORTH IN THE EXTENSION AGREEMENT WITH STANFORD UNIVERSITY.**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, On January 3, 2006, an Agreement for Trail Easements, Construction, Management and Maintenance and Grant of Easements was executed between the County of Santa Clara and Stanford University, which agreement provided, in part, that Stanford University make an offer to the County of San Mateo of \$8.4 million to fund the construction of a multi-use trail along Alpine Road in unincorporated San Mateo County, with the trail improvements to be completed by December 31, 2011; and

**WHEREAS**, Stanford University has expressed an interest in extending its offer and the time within which to complete the trail improvements as authorized by the Agreement between the County of Santa Clara and Stanford University; and

**WHEREAS**, this Board, on July 26, 2011, authorized the County Manager's Office to initiate an outreach process to gather public input regarding the condition of the Lower Alpine Trail, potential actions the County could undertake with respect to the trail and the offer by Stanford University; and

**WHEREAS**, the public outreach process has been completed and it is the County Manager's opinion that the majority of respondents would support accepting the Stanford University offer so long as they would have the opportunity to review design, environmental and engineering documents and the County would have an opportunity to reject or accept the planned improvements at a future date; and

**WHEREAS**, the County Manager is recommending that the County agree to extend the Stanford University offer by two years by entering into a written extension agreement with Stanford University to that effect, that County staff continue to work with the community on the proposed trail improvements; and that the County Manager be authorized to proceed with all necessary steps to bring a proposed Lower Alpine Trail Improvement project to this Board for consideration within the time frame set forth in the extension agreement with Stanford University.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that this Board of Supervisors:

A) Authorizes the County Manager, or his designee, to execute an agreement with Stanford University to extend the terms of the offer for two additional years to December 31, 2013; and

B) Authorizes the County Manager, or his designee, to proceed with all necessary steps to bring a proposed Lower Alpine Trail Improvement project to this Board for consideration within the time frame set forth in the extension agreement with Stanford University.

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## **AGREEMENT TO EXTEND TIME TO CONSIDER AND COMPLETE TRAIL IMPROVEMENTS TO THE LOWER ALPINE TRAIL IN SAN MATEO COUNTY**

This Agreement to Extend Time to Consider and Complete Trail Improvements to the Lower Alpine Trail in San Mateo County (“Extension Agreement”) is entered into by and between The Board of Trustees of The Leland Stanford Junior University, a body having corporate powers under the laws of the State of California (“Stanford”) and the County of San Mateo, a political subdivision of the State of California (the “County”). It is effective as of November 1, 2011.

### **RECITALS**

- A. Under the terms of the Agreement for Trail Easements, Construction, Management, and Maintenance and Grant of Trail Easements between Stanford and the County of Santa Clara (“Santa Clara County”), executed by Santa Clara County on January 3, 2006 (the “Trails Agreement”), Stanford is required to offer to fund improvements to an existing trail within the County, identified as the C-1 trail in Santa Clara County’s Trails Master Plan. The obligation is subject to certain terms and conditions specified in the Trails Agreement.
- B. The Trails Agreement specifies that the C-1 trail generally follows Alpine Road on the westerly side of San Francisquito Creek from the Menlo Park city limits to Arastradero Road. Exhibit A to this Extension Agreement depicts the C-1 trail, as identified in the Trails Agreement. The portion of the C-1 trail that is located in the unincorporated County extends from the Menlo Park city limits to Portola Valley, and is called the “Lower Alpine Trail” in this Extension Agreement.
- C. Stanford has performed conceptual engineering studies and prepared conceptual plans of possible improvements to the Lower Alpine Trail within the existing Alpine Road right-of-way, with some deviations (the “existing plans”). As required by Section 2.a of the Trails Agreement, Stanford has provided the existing plans to the County; however, the Trails Agreement provides that Stanford and the County will jointly determine the final alignment for the trail within the corridor identified in the Trails Agreement.
- D. In accordance with Section 4.a of the Trails Agreement, Stanford has offered to make available to the County a total amount not to exceed \$8.4 million, as escalated pursuant to Section 4.e of the Trails Agreement, for improvements to the Lower Alpine Trail. The terms of Stanford’s offer are as follows:

- i. As described further by this Extension Agreement, Stanford will reimburse the County for the actual costs of performing a study of trail design; completing an environmental analysis pursuant to the California Environmental Quality Act (“CEQA”); and obtaining necessary permits from federal, state and local agencies to construct improvements to the Lower Alpine Trail.
- ii. Upon completion of environmental review as may be required under CEQA, a final agreement will be negotiated and presented to the County Board of Supervisors for its consideration for approval that will include all terms and provisions required to ensure compliance with the Trails Agreement, including a final trail alignment and improvement plans, and terms specifying responsibilities for design, construction and maintenance of the Lower Alpine Trail.
- iii. If Stanford and San Mateo County enter into a final agreement, Stanford will reimburse the County for the actual cost of compliance with mitigation measures, and for the actual cost of construction of improvements to the Lower Alpine Trail, provided that (a) the improvements are consistent with the existing plans, or are approved in writing by the Director of Parks and Recreation of Santa Clara County as required under Section 4.a of the Trails Agreement; (b) any substantial change in alignment from the current alignment is approved by Stanford; and (c) the County approves and implements improvements to the entire length of the Lower Alpine Trail under its jurisdiction in order to provide a continuous connector trail from the Menlo Park city limits to the Portola Valley border.
- iv. The total amount reimbursed by Stanford, including expenses for design, study, permitting, mitigation, and construction of the improvements to Lower Alpine Trail, shall not exceed \$8.4 million, as escalated pursuant to Section 4.e of the Trails Agreement.
- v. If the County chooses to relocate Alpine Road in the vicinity of Weekend Acres to improve the alignment, Stanford will dedicate easements over Stanford’s lands that are reasonably necessary for the relocated road. In addition, Stanford will dedicate easements over its lands in other areas reasonably necessary to accommodate the trail improvements in unincorporated San Mateo County.
- vi. The construction of the improvements to the Lower Alpine Trail must be completed by December 31, 2013. If the County requests, Stanford is willing to discuss terms under which it



would undertake construction of the improvements to the Lower Alpine Trail.

- E. The Trails Agreement effectively provides that, as a condition precedent to Stanford's obligation to fund the improvements to the Lower Alpine Trail (hereinafter the "Lower Alpine Trail Improvements"), the construction of those improvements must be completed by December 31, 2011 or a later date if extended pursuant to the Trails Agreement. This Extension Agreement extends the time for the County to act, and to complete the Lower Alpine Trail Improvements, to December 31, 2013 as allowed by the Trails Agreement.
- F. The Trails Agreement further provides that if the County does not complete construction of the Lower Alpine Trail Improvements on or before December 31, 2013 (as extended), Stanford shall pay to Santa Clara County any portion of the \$8.4 million (as escalated pursuant to Section 4.e of the Trails Agreement) that either was not paid to the County or that was reimbursed by the County to Stanford. Section 4.i of the Trails Agreement specifies that Santa Clara County must use such funds to mitigate the adverse effect on recreational opportunities for existing or new campus residents and facility users that will be caused by the housing and academic development approved by the Stanford General Use Permit, which will reduce the availability of recreational facilities while increasing the demand for such facilities.
- G. The County intends to commence environmental review under CEQA to evaluate the Lower Alpine Trail Improvements, including options under which the County does and does not elect to relocate Alpine Road in the vicinity of Weekend Acres. The CEQA evaluation will address issues raised by the public during recent outreach meetings, including but not limited to: effects of increased trail usage and trail design; potential safety improvements to Alpine Road such as installation of traffic signals and devices to call attention to bicycle lanes and trail users; creek bank erosion and protection; drainage; visual quality; and construction impacts.
- H. By entering into this Extension Agreement, commencing environmental review of the Lower Alpine Trail Improvements, or accepting funding pursuant to the terms hereof, the County does not commit to approve construction of the trail improvements. The County retains full discretion to decide not to proceed with construction.

## AGREEMENT

The parties agree as follows:

1. Extension. The time limit established by the Trails Agreement for the County to act to receive funds from Stanford, and for the Lower Alpine Trail Improvements to be completed, is extended to December 31, 2013.
2. Target Date. Several steps must be taken in order to evaluate and complete construction of the Lower Alpine Trail Improvements by December 31, 2013. The parties have established a target date of October 31, 2012 for completion of environmental review of the Lower Alpine Trail Improvements, and consideration by the County Board of Supervisors of a final agreement that includes all terms and provisions required to ensure compliance with the Trails Agreement, including a final trail alignment and improvement plans, and terms specifying responsibilities for design, construction and maintenance of the Lower Alpine Trail ("Target Date"). If such a final agreement is reached and approved by the Board of Supervisors, the parties anticipate that it will establish additional milestone dates as follows:
  - April, 2013: If the parties reach a final agreement, the County will endeavor to obtain all permits from federal, state and local agencies necessary for construction of the Lower Alpine Trail Improvements.
  - May, 2013 through December, 2013: If the parties reach a final agreement, construction of the Lower Alpine Trail Improvements will be completed.

The parties shall use their best efforts to achieve the Target Date for completion of environmental review and consideration of a final agreement. If the Target Date is not achieved, the parties shall meet and confer to determine whether the Target Date should be extended, and if so, to what date. A mutually acceptable extension of the Target Date may be approved in writing by Stanford's Representative (as defined in Section 13, below) and the County Manager or his delegated representative, without the need to amend this Extension Agreement. If the parties do not agree on the extension of the Target Date within 30 days after the Target Date, or any extension of the Target Date, has not been achieved, then either party may terminate this Extension Agreement, as described in Section 11, below.

3. Project Description for Environmental Review. The "Project" to be analyzed for purposes of environmental review under CEQA will constitute improvements to the entire trail on the westerly side of San Francisquito Creek that generally follows the existing trail alignment along Alpine Road from the Portola Valley boundary to the Menlo Park

boundary, connecting at each end to the improved trail segments in those jurisdictions. The Project analyzed in the environmental review document will include two options in the vicinity of Weekend Acres, both studied fully. Under one option, the existing Alpine Road right-of-way would be moved to provide a buffer between the improved trail and existing residences. Under the other option, the trail improvements would be constructed within the existing Alpine Road right-of-way. Other details of the Project to be evaluated in the environmental review document will be determined by the County, in its reasonable discretion.

4. **Mitigation Measures and Alternatives.** The environmental review document will identify potentially feasible mitigation measures, if any, and, if an Environmental Impact Report ("EIR") is prepared, alternatives designed to reduce significant adverse environmental impacts resulting from the Project. As the CEQA lead agency, the County has discretion to determine the potentially feasible mitigation measures and alternatives to be evaluated. However, in the event that the County elects to evaluate an alternative or mitigation measure that would require construction of trail improvements outside of the unincorporated area of the County, or in a location other than that generally described in the Trails Agreement, or that otherwise would not implement the provisions of the Trails Agreement, Stanford shall not be required to reimburse the County for the County's evaluation of such an alternative or mitigation measure, except that Stanford shall be required to reimburse the County for the County's evaluation of the No Project alternative.
5. **County's Obligation for Design.** The County is responsible for the design of the Project. The County will at its discretion retain consultants to prepare final design, engineering and construction plans for the Project ("Trail Design Consultants"). Such final design, engineering and construction plans either shall be consistent with the conceptual existing plans, or must be approved in writing by the Director of Parks and Recreation of Santa Clara County as required under Section 4.a of the Trails Agreement. Further, County shall not be entitled to reimbursement from Stanford associated with any change in alignment from the corridor identified in the Trails Agreement (as noted in Recital C, above) unless such change is approved by Stanford, in its sole and absolute discretion. In addition, the final design, engineering and construction plans for the Project shall include improvements to the entire length of the Lower Alpine Trail from the Menlo Park city limits to the Portola Valley border.
6. **Initial Deposit and Reimbursement of Expenses.** Stanford shall deposit with the County an initial sum of \$300,000 to be used to reimburse the County for the reasonable, actual costs and expenses incurred or suffered by the County in its efforts to manage and prepare or have prepared each and any of the following: studies of the trail alignment; the design and engineering work described in Section 5, above; the environmental review

under CEQA as described in Sections 3 and 4, above; and any other studies necessary to obtain permits from federal, state and local agencies to construct the Lower Alpine Trail Improvements (collectively, "Trail Studies"). The County shall retain the deposited funds in a segregated account ("Trails Fund") and shall withdraw funds only to pay the costs that are subject to reimbursement from Stanford under this Extension Agreement. The costs subject to reimbursement from Stanford under this Extension Agreement are the County's actual costs and expenses incurred, commencing on the date of execution of this Extension Agreement, for time and materials associated with: County staff (including without limitation, Planning, Public Works, and County Counsel) review and supervision of the Trail Studies and the work and contracts related thereto; management of the Trails Studies by a contract planner if the County elects to hire a contract planner for this purpose; work by any Trail Design Consultants, including engineering, hydrology, soils and other design consultants, that may be retained by the County for preparation of the Trail Studies; work by environmental consultants that may be retained by the County for the preparation of the Trail Studies; and fees paid to any federal, state or local agencies in connection with the Trail Studies (collectively "Reimbursable Costs").

7. Scopes of Work. Prior to retaining any individual or consulting firm to perform work subject to reimbursement from Stanford under this Extension Agreement, the County shall require such individual or consulting firm to submit for County approval a written scope of work and schedule of rates (collectively "Scope of Work"), which shall include deadlines for completion of work in order to achieve the Target Date identified in Section 2, above. In addition, at least five working days prior to its approval of a Scope of Work, the County shall provide such Scope of Work to Stanford for its comments as to whether the tasks described in the Scope of Work are Reimbursable Costs, and as to whether the cost of the work are reasonable. The County shall require subsequent changes to the Scope of Work to be submitted in writing prior to undertaking any work outside or in excess of the approved Scope of Work, and the County shall provide such changes to Stanford in the same manner as the initial Scope of Work.
8. Documentation of Expenses and Increased Deposit. On a monthly basis, the County shall provide billing records and documentation to Stanford sufficient for Stanford to confirm that the funds that the County has withdrawn from Trails Fund have been used solely for Reimbursable Costs. The County may at any time require Stanford to meet and confer to determine an increase in the Stanford deposit, and when the funds that the County has withdrawn from the Trails Fund reach 90 percent of the amount that Stanford has deposited, the parties shall meet and confer to determine the increased amount that Stanford shall deposit in order to reimburse the County for any remaining anticipated Reimbursable Costs,

and Stanford shall provide such increased amount to the County for deposit into the Trails Fund.

9. Return of Remaining Deposit. Within 60 days of termination of this Extension Agreement, the County shall withdraw from the Trails Fund the amount necessary to pay any remaining Reimbursable Costs that the County has incurred, and the County then shall return to Stanford any amount remaining in the Trails Fund. Alternatively, if the parties reach a final agreement for construction of the Lower Alpine Trail Improvements, the parties will address the return of the remaining deposit in that final agreement or the transfer of the remaining deposit to a construction fund or other fund associated with that final agreement.
10. Cost Limit. The sum of all Reimbursable Costs combined with all costs of constructing the improvements to the Lower Alpine Trail, including the costs of mitigation, shall not exceed \$8.4 million, as escalated pursuant to Section 4.e of the Trails Agreement on each January of the calendar year in which the Reimbursable Costs are incurred. The escalated amount, as of October 1, 2011, is \$10,364,652.
11. Termination. This Extension Agreement shall automatically terminate on December 31, 2013. Further, either party may elect to terminate this Extension Agreement as provided in Section 2, above, by providing written notice to the other party. In addition, the parties anticipate that all terms of the Extension Agreement other than the extension of the time to act under the Trails Agreement, will be replaced by a final agreement that will include all terms and provisions required to ensure compliance with the Trails Agreement, including a final trail alignment and improvement plans, and terms specifying responsibilities for design, construction and maintenance of the Lower Alpine Trail. Upon termination of this Extension Agreement, the parties shall have no further obligations under this Extension Agreement except as to payment to County by Stanford for Reimbursable Costs that have been incurred by County prior to termination, and return of any remaining amount in the Trails Fund, as described in Section 9, above.
12. Enforcement. Each of the parties may pursue any remedy at law or equity available for the breach of any provision of this Extension Agreement.
13. Representations. Stanford represents that it is authorized and empowered to enter into this Extension Agreement, which is enforceable by the County and that Robert C. Reidy has been duly authorized by Stanford to execute this Extension Agreement on its behalf. The County represents that it is authorized and empowered to enter into this Extension Agreement, which is enforceable by Stanford, and that the signator for the County has been duly authorized by the County Board of Supervisors to execute this Extension Agreement.

14. Administration.

a. County. The County Manager or his delegated representative shall represent the County with regard to this Extension Agreement and the Project. Until further notice, the County Manager's delegated representative is David Holland, Assistant County Manager. The County Manager or his delegated representative shall be the recipient of all communications to County from Stanford and shall communicate to Stanford on behalf of the County with regard to this Extension Agreement and the Project.

b. Stanford. Stanford shall provide to the County by written notice, from time to time, the name of a contact person employed by Stanford ("Stanford's Representative"). Until further notice, Stanford's Representative shall be its Director of Design and Construction, currently Jim Inglis. Stanford's Representative shall be the recipient of all communications to Stanford from the County and shall communicate to the County on behalf of Stanford with regard to this Extension Agreement and the Project.

c. No Personal Liability. This Extension Agreement shall not create any personal liability of any individual representative to the parties herein for any action or inaction related to their duties as set forth herein.

15. Notice. All notices required or provided for under this Extension Agreement shall be in writing and shall be delivered personally or by overnight courier service or sent by certified or registered mail, return receipt requested. Any notice given by (a) personal delivery, (b) recognized overnight national courier service or (c) registered or certified mail, return receipt requested, shall be deemed to have been duly given and received upon receipt. Notices to the parties shall be addressed as follows:

To County: David Holland, Assistant County Manager  
County of San Mateo  
400 County Center  
Redwood City, CA 94063

With copies to: Director of Public Works  
County of San Mateo  
555 County Center  
Redwood City, CA 94063

Chief Superintendent of Parks  
County of San Mateo  
455 County Center, 4th Floor  
Redwood City, CA 94063

County Counsel  
County of San Mateo  
400 County Center  
Redwood City, CA 94063

To Stanford: Director of Design & Construction  
Stanford University  
2755 Sand Hill Road, Suite 100  
Menlo Park, CA 94025

With copies to Office of the General Counsel  
P.O. Box 20386  
Stanford, CA 94305

Director of Land Use and  
Environmental Planning  
Stanford Land, Buildings & Real Estate  
3145 Porter Drive  
Palo Alto, CA 94304-8442

As a courtesy, each notice also shall be sent by fax or email, but the failure to do so shall not invalidate the notice given or constitute a breach of this Extension Agreement. Similarly, the copies of the notice provided to the persons shown above are provided solely as a courtesy and the failure to provide one or more copies shall not invalidate the notice given or constitute a breach of this Agreement.

Any notice so delivered shall be effective upon the date of personal delivery or, in the case of mailing to the person identified above as the recipient of notices for the party to whom notice is given, on the date of delivery as shown on the U.S. Postal Service return receipt. Any party may change its address for notice by giving ten days' notice of such change in the manner provided in this paragraph.

16. No Third Party Beneficiaries. This Extension Agreement is for the benefit of the named parties only and is not intended, and shall not be construed to be for the benefit of any third party.

17. Exhibits. The following Exhibit is attached to this Extension Agreement and by this reference incorporated herein as if set forth in full.

Exhibit A Conceptual Alignment of the Lower Alpine Trail

The parties have executed this Extension Agreement on the dates set forth below.

**COUNTY OF SAN MATEO**

**THE BOARD OF TRUSTEES OF THE  
LELAND STANFORD JUNIOR  
UNIVERSITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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