



Midpeninsula Regional  
Open Space District

# Memorandum

DATE: June 27, 2018

MEMO TO: Board of Directors

THROUGH: Ana Ruiz, AICP, General Manager

FROM: Meredith Manning, Senior Planner  
Elaina Cuzick, Senior Property Management Specialist

SUBJECT: Hawthorns Historic Complex Update at Windy Hill Open Space Preserve

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## Summary

On April 08, 2015, the Midpeninsula Regional Open Space District (Midpen) Board of Directors (Board) approved a phased partnership approach with Richard and Ann Crevelt for the rehabilitation, reuse, and maintenance of the Hawthorns Historic Complex (R-15-49) at Windy Hill Open Space Preserve (Attachment 1). The proposed partnership had previously been considered and forwarded to the Board by the Planning and Natural Resources (PNR) Committee (R-15-38) (Attachment 2). This approach is consistent with Midpen policy 4.02 addressing improvements on Midpen lands that hold historic value. On June 8, 2016, Midpen staff provided the Board with a FYI memorandum on the status of activities at the Hawthorns property (Attachment 3). On August 8, 2016, Midpen executed a one-year license agreement with the Hawthorns Preservation Trust Foundation (Foundation), which Mr. Crevelt formed in 2016 and of which he became Executive Director. On June 8, 2017, the Foundation presented a proposal to Midpen staff for an Independent Living Community with Jim and Patty White of Portola Valley as co-proposers with the Foundation. The license agreement expired on August 8, 2017 and Midpen did not renew the agreement. However, Midpen is continuing to work with the Whites on a separate, phased partnership approach for the Hawthorns Historic Complex (Complex).

An Access License has been signed, and insurance documents have been submitted by the Whites, who are proposing to reuse the Complex as an Independent Living Community serving young adults with diagnosed developmental disabilities. Again, this approach is consistent with Midpen Policy 4.02 addressing improvements on Midpen lands that hold historic value. This action is also consistent with Midpen Board Basic Policy that includes a commitment to engage cooperatively with other agencies, community organizations, and individuals to preserve open space and to facilitate development and management of recreation facilities and public use, including re-use of existing structures. The proposed use as a residence is also consistent with the Conservation Easement on the property held by Peninsula Open Space Trust (POST).

The Whites are moving forward with initial investigations to determine feasibility and cost of their proposal, which at the current time includes two main structures of the four-structure Complex: 1) the mansion (main house) and 2) the garage (carriage house). Community outreach

will not be the responsibility of Midpen staff; rather, the Whites will conduct this effort. Their preliminary neighbor outreach recently began in May of this year, and will accelerate once a conceptual design is in place. The Whites would be the lead applicant for development of designs and obtaining permitting from the Town of Portola Valley and other required permits to implement any approved plans. Midpen set aside funds in Fund 20 in FY2018-2019 to perform third-party review and discussion of these conceptual designs.

### **Background**

On February 18, 2014, the Planning & Natural Resources Committee (PNR) confirmed the issuance of a Request for Letters of Interest (RLOI) to solicit proposals for a potential partnership to rehabilitate and maintain the Complex. On April 3, 2014, Midpen released the RLOI and, on June 20, 2014, received four proposals. One proposal was deemed nonresponsive and was removed from further consideration. Midpen held interviews with the remaining three proposers. Following the interviews, one proposer withdrew. Of the two remaining, Midpen deemed the proposal from Richard and Ann Crevelt for reuse of the site as a private residence as best meeting the goals of the RLOI and the partnership project, the requirements of the conservation easement that affects the entire property, and the overall intent of the Woods Family for transferring the property to Midpen. A proposal was also received by Yvonne Tryce, Chair of the Friends of Historic Hawthorn Ranch for a nature center, which is discussed later in this memorandum.

### **Discussion**

According to a 2013 historic structures assessment, the historic complex includes the following four structures: 1) mansion, 2) cottage, 3) garage, and 4) barn, although there are other buildings extant on the property in various states of disrepair. At this time, the Whites are primarily focused on the main house and the garage (or former carriage house), and do not have plans for the remaining structures but would consider other proposals for those structures.

The access license allows the Whites to begin their investigations on the feasibility of repairs and upgrades necessary to bring these severely degraded structures (circa 1880-1920s-era) into current health and safety standards for human occupancy. As part of the Independent Living Community proposal, the Whites' intent is to rehabilitate the main house and the garage such that future residents would be able and motivated to live independently on their own in independent units while having on-site care available on a 24-hour basis, should it be required.

In accordance with the Board's basic policy and policy 4.02 related to partnerships, Midpen would work with the proposers on this partnership approach. Planning staff have provided the Whites the CAD architectural drawings that were developed during as part of the 2013 assessment so they may be used as a platform for discussions with their own independent architect. Staff from Land & Facilities is ready to instruct the Whites about proper procedures to safely enter the buildings in order to perform the architectural inspections.

Any proposal for renovations and reuse of the property would be carefully vetted against the April 2005 grant deed of Conservation Easement held by the Peninsula Open Space Trust (POST) as part of the gift of property to Midpen. This easement restricts any expansion of use; however, the type of residential use proposed by the Whites would be compatible with the easement.

### **Additional Proposal**

An additional, separate proposal has been submitted by Yvonne Tryce, Chair of the Friends of Historic Hawthorn Ranch, for a Nature Center/Interpretive Center on the Hawthorn property

which has both natural and historic elements as well as opportunities for community sharing of common interests such as hiking, riding, or art. There is currently a collection of natural artifacts similar to those at Midpen’s Daniels Nature Center, including skulls, bird nests, pelts, etc. that Ms. Tryce wishes to house somewhere on the Hawthorne property. Early discussions focused on housing this collection within one of the structures comprising the Complex, but upon further discussion it was agreed that concept may complicate any arrangement with the Whites and would unnecessarily comingle the public with the proposed independent living facility. Although this nature center proposal is not recommended for the partnership, staff recommended that the proposal be evaluated as part of the larger Public Access Plan (Plan) that will be prepared for the Hawthorn Property. As a result, Ms. Tryce proposes a new, standalone structure be built on or near the proposed parking area for the Plan which is currently in the conceptual design phase and is scheduled to accelerate this Fall 2018.

**Schedule and next steps**

Next steps and their estimated timeline is below for the independent living facility through the end of this calendar year. The Whites are eager to move the process forward with their architectural consultant; however, they have informed me that although they have discussed the project with two architects and one builder, they still need to go through the process of gaining access to the site. In addition, they will be absent for a majority of this summer. The timeline of the project to date and the anticipated schedule is shown below.

|                              |   |
|------------------------------|---|
| 2017 Aug-Dec                 | Preliminary meetings with Jim and Patty White; Midpen meeting with Town of Portola Valley Mayor and Vice-Mayor and staff                        |
| 2018 May                     | Access license and insurance documents submitted by Whites; early engagement of immediate neighbors by Whites                                   |
| 2018 summer-fall             | Whites conduct assessment, development proposal, and provide financials to Midpen   |
| 2018 summer                  | Midpen conducts traffic studies as part of the concurrent but separately-funded Public Access Project that would also help inform this proposal |
| 2018 winter                  | Midpen conducts internal review of submittals, and also conducts third-party architectural review   |
| 2018 summer-winter (ongoing) | Whites engage larger community outreach and provide public input report back to Midpen  |
| 2019 spring                  | Town of Portola Valley study session with Planning Commission (per request by Town Manager); Midpen not present at this session                 |
| 2019 spring                  | PNR or ABC Committee meeting (TBD)  |

**Budget**

Hawthorns Fund 20 is a unique fund code specifically set aside to manage the nearly two million dollar endowment transferred with the property to Midpen in 2011 to be used towards its stewardship. Funds were approved for FY 2018-19 in the amount of \$78,000 for Planning Capital Expenses in part for Midpen to provide third-party feasibility review of any architectural drawings and other concepts developed by the Whites’ architect or other consultants.

**Attachments**

1. Report R-15-49, phased partnership approach to Board (April 8, 2015)
2. Report R-15-38, phased partnership approach to PNR Committee (March 10, 2015)
3. FYI memorandum, status of activities to Board (June 8, 2016)



Midpeninsula Regional  
Open Space District

R-15-49  
Meeting 15-08  
April 08, 2015

## **AGENDA ITEM 7**

### **AGENDA ITEM**

Proposed Partnership for the Rehabilitation, Reuse, and Maintenance of the Hawthorn Historic Complex at Windy Hill Open Space Preserve

### **GENERAL MANAGER'S RECOMMENDATION(S)**

1. Approve the proposed phased partnership approach with Richard and Ann Crevelt (Crevelt) for the rehabilitation, reuse, and maintenance of the Hawthorn Historic Complex (HHC).
2. Approve issuance of a one-year permit-to-enter to Crevelt to begin initial planning, site cleanup, and other preliminary work.
3. Approve ongoing discussions with Crevelt to further develop the terms and conditions for a future long-term partnership.
4. Approve deferral of the second proposal for a nature center until the Public Access Plan for the Hawthorn Property is initiated.

### **SUMMARY**

On February 18, 2014, the Planning and Natural Resources Committee (PNR) confirmed the issuance of a Request for Letters of Interest (RLOI) to solicit proposals for a potential partnership to rehabilitate and maintain the Hawthorn Historic Complex (HHC). On April 3, 2014, an RLOI was released and on June 20, 2014, four proposals were received. One proposal was deemed nonresponsive and removed from further consideration. Interviews were conducted with the remaining three proposers. Following the interviews, one proposer withdrew. Of the two remaining, the proposal from Richard and Ann Crevelt for reuse of the site as a private residence was deemed to best meet the goals of the RLOI and the HHC partnership project, the requirements of the conservation easement that affects the entire HHC, and the overall intent of the Woods Family for transferring the property to the Midpeninsula Regional Open Space District (District). Although the second proposal by the Friends of Historic Hawthorns Ranch (Friends Group) for a nature center is not recommended for the HHC partnership, this proposal does merit further consideration as part of the overall Public Access Plan that will be prepared for the Hawthorn Property in the future. These findings and recommendations were reviewed and confirmed by the PNR on March 10, 2015.

**BACKGROUND**

On April 3, 2014, a RLOI was released with the goal of identifying potential partners who would propose to rehabilitate and maintain the historic structures at the site with minimal cost to the District. This approach is consistent with District policy 4.02 addressing improvements on District lands that hold historic value:

Paragraph C. (3) except:

*“When the District considers acquisition of a site which includes a structure or structures which are listed on the National Register for Historic Places or are clearly eligible for inclusion on that register, the District has a special responsibility to seek some means to protect these structures. An important consideration in the decision to retain such structures will be the availability of special funding programs or resources from other public agencies, private organizations or individuals for the costs of their restoration, maintenance and operation.”*

In addition to meeting District goals for the partnership project, a viable partnership proposal must also meet the conditions of the conservation easement that underlies the Hawthorn Property and HHC. This conservation easement was prepared by the Woods, the Grantor of the property, in 2005. Peninsula Open Space Trust (POST) is the grantee and is responsible for ensuring that all future development on the property is aligned with the conditions of the easement. The conservation easement is extremely conservative, reflecting the Woods’ desires to have the property maintained in its original and natural condition. For example, no new structures are allowed unless these replace an existing structure or unless these are specifically associated with public access requirements. No commercial activities, including commercial agriculture, can be conducted onsite. No new roads or parking are allowed except as needed to allow for public access to trails and to meet District operational and maintenance requirements. Therefore, the potential uses that can take place at the HHC are restricted to residential use, or a use that is complimentary with public access and public education.

On June 20, 2014, four proposals were received in response to the RLOI (Attachment A). A proposal from Portola Valley Scouting was deemed to be non-responsive, as the proposal did not include an intention to steward the structures, and was therefore eliminated from further consideration. Nonetheless, the Scouting group has been added to the public notification list for any future public access planning work at the Hawthorn Property.

Following review of the proposals, interviews were conducted with the three responsive proposers (please refer to Attachment B for a summary of the findings from the interviews). Subsequent to the interviews, Jasper Ridge Farms informed the District that they were withdrawing their proposal because they felt they could not meet their program requirements without demolishing the lower barn. The RLOI specifically indicated that the lower barn is one of the four key structures contributing to the historic fabric of the Hawthorn Historic Complex. It is also considered to be one of the oldest structures in Portola Valley. Therefore, the proposal to demolish the lower barn was not aligned with the RLOI and would likely not obtain approval from the Town of Portola Valley. The District therefore has two remaining active proposals for consideration: Crevelt and the Friends Group.

## DISCUSSION

### **Recommend Crevelt Proposal for the HHC Partnership Project**

Based on a full analysis of each remaining proposal, including the revised Friends Group proposal (refer to Attachment B), *the General Manager recommends pursuing a potential HHC partnership with Crevelt*. The Crevelt proposal best aligns with the underlying zoning requirements for the property, the constraints of the existing underlying conservation easement (refer to Attachment C), the goals of the RLOI and the HHC partnership project, and the overall intent of the Woods Family for transferring the property to the District.

### **Recommend Forwarding Friends Group Proposal for Inclusion in the Public Access Plan**

The revised proposal from the Friends Group for a 500 square foot nature center may require an amendment to the conservation easement and submittal of an application for either re-zoning or a special use permit from the Town of Portola Valley. This proposal is also not consistent with the intention of the Woods Family gift or the historic use of the site, and is not well aligned with the goals of the RLOI. Nonetheless, the concept of a nature center at the Hawthorn Property may be considered well aligned with the overall goals of the District for the larger property, versus the HHC. For this reason, the General Manager recommends forwarding the Friends Group nature center proposal for inclusion and further consideration as part of the Public Access Plan that will be developed for the Hawthorn Property. This Public Access Plan is envisioned to be initiated within the next 5 years.

### **Recommended Phased Partnership Approach with Crevelt**

The General Manager recommends a phased partnership approach given that the viability of the Crevelt Proposal is dependent on a number of yet outstanding factors. As part of this phased approach, the District would first issue a one (1) year HHC access permit (permit-to-enter) to Crevelt to allow for initial planning and design work to commence, as well as onsite cleanup and additional stabilization prior to the actual rehabilitation of the structures and future reuse of the site. The HHC access permit may include a “Letter of Agreement” that further details the agreed upon responsibilities referenced below to avoid misunderstandings regarding Crevelt’s responsibility for fundraising and disclaim any District responsibility for accounting, fundraising, use of non-profit funds, or obligations to any donors pledging funds to the non-profit.

Benefits of initiating the partnership with a one-year permit-to-enter include: a) partner ability to address immediate project needs; b) long-term partnership terms and conditions can simultaneously be more fully developed, and c) deterioration of the structures will be arrested.

### **Crevelt Responsibility**

During the first phase of the phased partnership approach, Crevelt would be responsible for the following:

- Secure non-profit status; legal paperwork for this non-profit has already commenced; however, the entire process can take 12-18 months to complete.
- Successfully develop and implement a fundraising plan.
- Raise adequate funds to complete initial work on site (currently estimated to be approximately \$2.01 million).
- Secure “pro-bono” services for design, engineering, and interior furnishings.
- Coordinate with District staff and volunteers to conduct volunteer projects for site clean-up and broom removal.

- Work with the District and Town of Portola Valley to confirm permitting requirements and discuss the potential to reduce and/or waive permitting fees.
- Work with POST to discuss conformance with the conservation easement, including the allowance of future fundraising events to occur at the site.

Once the non-profit is established and assuming clearance from POST, Crevelt would work with their extensive community contacts to conduct fundraising events. As funds are raised, Crevelt would a) finalize their negotiations for a lease with the District; b) work with architects and engineers to complete the design documents; c) obtain required permits, and d) begin rehabilitation at the site, starting with the Garage and then completing the work at the House. Ultimately, their goal would be to raise sufficient additional funds for future rehabilitation of the Barn and the Cottage (refer to Site Plan, Attachment D).

### **District Responsibility**

In order to facilitate a phased partnership with Crevelt, the District would be responsible for the following:

- Review and approve minimal, near-term stabilization work as required to deter any continued deterioration.
- Participate in meetings with the Town of Portola Valley to review permitting and development requirements.
- Coordinate with District volunteers and other community volunteers to organize and lead volunteer restoration and cleanup events at the site.
- Participate in discussions with POST to monitor and confirm ongoing compliance with the conservation easement.

### **Future Actions** (refer to Partnership Development Timeline, Attachment E)

If the Board approves the phased partnership approach, a permit-to-enter would be issued for one (1) year. After one year, staff will return to the PNR with either: a) proposed terms and conditions for a long term lease; or b) proposal to extend the permit for up to one additional year. After two years, if a partnership between the District and Crevelt has not been successfully negotiated and no alternate partner is identified, the District would evaluate the options for completing long-term stabilization or mothballing of the structures.

### **FISCAL IMPACT**

The HHC Partnership Project is a Priority 1 project on the Planning Department's Fiscal Year (FY) 2015-16 Action Plan. If rehabilitation of these structures is not implemented as soon as possible, deterioration will accelerate. The HHC Partnership Project scope for FY2015-16 includes partnership development activities and minor near-term stabilization measures with a corresponding budget of \$343,000, which includes a placeholder amount of \$293,000 should the potential partnership with Crevelt be unsuccessful and additional long-term stabilization or mothballing measures deemed necessary. The larger Hawthorn budget also includes \$200,800 for improvements to the Alpine Road House to prepare the house for lease or use as a ranger residence. All costs are to be funded by the Hawthorn endowment.

### **BOARD COMMITTEE REVIEW**

On March 10, 2015, the PNR confirmed the General Manager's recommendations for a phased approach to partner selection, issuance of a permit-to-enter to Richard and Ann Crevelt, and

deferral of the nature center proposal to be considered as a part of the future Hawthorn Property Public Access project.

## **PUBLIC NOTICE**

Public notice was provided as required by the Brown Act. Interested parties and neighbors within 300 feet of the property have also been notified.

## **CEQA COMPLIANCE**

The proposed actions do not constitute a physical change to the environment, and are therefore not subject to the California Environmental Quality Act (CEQA). Any future proposal to make improvements or repairs to the structures would be subject to CEQA review prior to implementation.

## **NEXT STEPS**

Upon approval by the Board, the District would negotiate and enter into an initial partnership with Richard and Ann Crevelt for the rehabilitation, reuse, and maintenance of the Hawthorn Historic Complex and issue a one (1) year permit-to-enter to Crevelt to allow initial site planning and cleanup/stabilization actions to begin. In addition, the District would inform the Friends Group that their proposal is recommended to be evaluated as a part of the future Public Access Plan for the Hawthorn Property.

### Attachment(s)

- A. List of Proposals Received in Response to the Request for Letters of Intent
- B. Summary of HHC Partnership Proposal Interviews
- C. Hawthorn Property Conservation Easement
- D. Hawthorn Property Site Plan
- E. Partnership Development Timeline

Responsible Department Head:  
Jane Mark, AICP, Planning Manager

Prepared by:  
Gina Coony, Planner III





Midpeninsula Regional  
Open Space District

## PLANNING AND NATURAL RESOURCES COMMITTEE

R-15-38

March 10, 2015

### AGENDA ITEM 1

#### AGENDA ITEM

Proposed Partnership for the Rehabilitation, Reuse, and Maintenance of the Hawthorn Historic Complex at Windy Hill Open Space Preserve

#### GENERAL MANAGER'S RECOMMENDATIONS

Confirm and forward the following items to the full Board for approval:

1. Proposed phased partnership approach with Richard and Ann Crevelt (Crevelt) for the rehabilitation, reuse, and maintenance of the Hawthorn Historic Complex (HHC).
2. Issuance of a one-year permit-to-enter to Crevelt to begin initial planning, site cleanup, and other preliminary work.
3. Ongoing discussions with Crevelt to further develop the terms and conditions for a future long-term partnership.
4. Deferral of the second proposal for a nature center until the Public Access Plan for the Hawthorn Property is initiated.

#### SUMMARY

On February 18, 2014, the Planning & Natural Resources Committee (PNR) confirmed the issuance of a Request for Letters of Interest (RLOI) to solicit proposals for a potential partnership to rehabilitate and maintain the Hawthorn Historic Complex (HHC). On April 3, 2014, an RLOI was released and on June 20, 2014, four proposals were received. One proposal was deemed nonresponsive and removed from further consideration. Interviews were conducted with the remaining three proposers. Following the interviews, one proposer withdrew. Of the two remaining, the proposal from Richard and Ann Crevelt for reuse of the site as a private residence was deemed to best meet the goals of the RLOI and the HHC partnership project, the requirements of the conservation easement that affects the entire HHC, and the overall intent of the Woods Family for transferring the property to the Midpeninsula Regional Open Space District (District). Although the second proposal by Yvonne Tryce for a nature center is not recommended for the HHC partnership, this proposal does merit further consideration as part of the larger Public Access Plan that will be prepared for the Hawthorn Property. These findings and recommendations are included as part of this report for PNR review and confirmation.

**BACKGROUND**

On April 3, 2014, a RLOI was released with the goal of identifying potential partners who would propose to rehabilitate and maintain the historic structures at the site with minimal cost to the District. This approach is consistent with District policy 4.02 addressing improvements on District lands that hold historic value:

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Following review of the proposals, interviews were conducted with the three responsive proposers (please refer to Attachment B for a summary of the findings from the interviews). Subsequent to the interviews, Jasper Ridge Farms informed the District that they were withdrawing their proposal because they felt they could not meet their program requirements without demolishing the lower barn. The RLOI specifically indicated that the lower barn is one of the four key structures contributing to the historic fabric of the Hawthorn historic complex. It is also considered to be one of the oldest structures in Portola Valley. Therefore, the proposal to demolish the lower barn was not aligned with the RLOI and would likely not obtain approval from the Town of Portola Valley. The District therefore has two remaining active proposals for consideration: Crevelt and the Friends Group.

## DISCUSSION

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Based on a full analysis of each remaining proposal, including the revisions to the Friends Group proposal (refer to Attachment B), *the General Manager recommends pursuing a potential HHC partnership with Crevelt.* The Crevelt proposal best aligns with the underlying zoning requirements for the property, the constraints of the existing underlying conservation easement (refer to Attachment C), the goals of the RLOI and the HHC partnership project, and the overall intent of the Woods Family for transferring the property to the District.

### **Recommend Forwarding Friends Group Proposal for Inclusion in Public Access Plan**

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### **Recommended Phased Partnership Approach with Crevelt**

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Benefits of initiating the partnership with a one-year permit-to-enter include: a) partner ability to address immediate project needs; b) long-term partnership terms and conditions can simultaneously be more fully developed, and c) deterioration of the structures will be arrested.

### **Crevelt Responsibility**

During the first phase of the phased partnership approach, Crevelt would be responsible for the following:

- Secure non-profit status; Legal paperwork for this non-profit has already commenced; however, the entire process can take 12-18 months to complete.
- Successfully develop and implement a fundraising plan.
- Raise adequate funds to complete initial work on site (currently estimated to be approximately \$2.01 million).
- Secure “pro-bono” services for design, engineering, and interior furnishings.
- Coordinate with District staff and volunteers to conduct volunteer projects for site clean-up and broom removal.

- Work with the District and Town of Portola Valley to confirm permitting requirements and discuss the potential to reduce and/or waive permitting fees.
- Work with POST to discuss conformance with the conservation easement, including the allowance of future fundraising events to occur at the site.

Once the non-profit is established and assuming clearance from POST, Crevelt would work with their extensive community contacts to conduct fundraising events. As funds are raised, Crevelt would a) finalize their negotiations for a lease with the District; b) work with architects and engineers to complete the design documents; c) obtain required permits, and d) begin renovations at the site, starting with the Garage and then completing the work at the House. Ultimately, their goal would be to raise sufficient additional funds for future rehabilitation of the Barn and the Cottage. Refer to Site Plan, Attachment C.

### **District Responsibility**

In order to facilitate a phased partnership with Crevelt, the District would be responsible for the following:

- Review and approve minimal, near-term stabilization work as required to deter any continued deterioration.
- Participate in meetings with the Town of Portola Valley to review permitting and development requirements.
- Coordinate with District volunteers and other community volunteers to organize and lead volunteer restoration and cleanup events at the site.
- Participate in discussions with POST to monitor and confirm ongoing compliance with the conservation easement.

### **Future Actions** (refer to Partnership Development Timeline, Attachment E)

If the Committee confirms and the full Board approves the phased partnership approach, a permit-to-enter would be issued for one (1) year. After one year, staff would return to the Committee with either: a) proposed terms and conditions for a long term lease; or b) proposal to extend the permit for up to one additional year. After two years, if a partnership between the District and Crevelt has not been successfully negotiated and no alternate partner is identified, the District would evaluate the options for completing long-term stabilization or mothballing of the structures.

### **FISCAL IMPACT**

The HHC Partnership Project is a Priority 1 project on the Planning Department's proposed Fiscal Year 2015-16 Action Plan. It is priority 1 because the Hawthorn historic complex has been found to be eligible for listing as an historic district and therefore the District has a responsibility to attempt to protect the four primary structures within the complex. If rehabilitation of these structures is not implemented as soon as possible, deterioration will accelerate substantially. If a partnership is not viable within the next two years, the District would complete long-term stabilization to stem the rate of deterioration and to reduce on-going maintenance and operations costs associated with hazardous deteriorating structures on District lands.. The project scope includes partnership development activities and minor near-term stabilization measures. These costs would be paid out of the Hawthorn endowment fund and are anticipated to be no more than \$50,000. An additional budget of \$293,000 has been set aside in the proposed Budget as a placeholder should the potential partnership with Crevelt be unsuccessful and additional long-term stabilization or mothballing measures deemed necessary. NOTE: The proposed FY2015-15 budget reviewed by the Board on 2/25/25 allocated \$543,800

for Hawthorn's related projects. In addition to the \$343,000 budgeted for the HHC Partnership Project, the remaining \$200,800 is budgeted for improvements to the Alpine Road House to complete design, permitting, remediation and renovations required to prepare the house for lease or use as a ranger residence.

## **PUBLIC NOTICE**

Public notice was provided as required by the Brown Act. Interested parties and neighbors within 300 feet of the property have also been notified.

## **CEQA COMPLIANCE**

The proposed actions do not constitute a physical change to the environment, and are therefore not subject to the California Environmental Quality Act (CEQA). Any future proposal to make improvements or renovations to the structures would be subject to CEQA review prior to implementation.

## **NEXT STEPS**

Upon confirmation of the Committee, the recommended action items would be forwarded to the full Board of Directors for consideration. If approved by the full Board, the District would enter into an initial partnership with Richard and Ann Crevelt for the rehabilitation, reuse, and maintenance of the Hawthorn Historic Complex and issue a one (1) year permit-to-enter to Crevelt to allow initial site planning and cleanup/stabilization actions to begin. In addition, the District would inform the Friends Group that their proposal is recommended to be evaluated as a part of the future Public Access Plan for the Hawthorn Property.

### **Attachments**

- A. List of Proposals Received in Response to the Request for Letters of Intent
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Responsible Department Head:  
Jane Mark, AICP, Planning Manager

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Midpeninsula Regional  
Open Space District

# Memorandum

## R-15-38, ATTACHMENT A

### List of Proposals Received in Response to the Request for Letters of Intent

- A. Jasper Ridge Farms
  - Scope: Existing non-profit “light commercial” type use; replace or reconstruct the Barn for lodging of therapy animals and use an auxiliary building for an office;
  - Project Cost: \$400K; already raised \$300K.
  - Schedule: Had architect and contractor on board; requirements considered to be simple and straightforward.
  
- B. Richard & Ann Crevelt (Crevelt)
  - Scope: Private residential; creation of a non-profit for Crevelt to obtain private donations to complete initial rehabilitation of the House & Garage; remaining site (Barn & Cottage) would be funded and rehabilitated over time. Crevelt family would live on site and provide basic maintenance of the facility.
  - Project Cost: \$2,010,000. Cost assumes substantial amount of volunteer and pro-bono work to complete design, construction management, site cleanup.
  - Schedule: Phased approach; approximately three (3) years to complete first portion of work (Garage & House)
  
- C. Friends of Historic Hawthorns Ranch (Friends Group)
  - Scope: Museum Complex; rehabilitation of entire site, including higher intensity uses such as a nature center (within a converted garage) and a history museum (within the restored house).
  - Project Cost: 8.5M; no current funds in hand.
  - Schedule: 3 years for design, permitting and construction; very aggressive implementation schedule raises feasibility concerns (e.g. 3 months for design, 2 months for permitting).
  
- D. Portola Valley Scouting
  - Scope: General scouting use; no proposal to rehabilitate or steward structures
  - Project Cost: None provided
  - Schedule: None provided

###



# Memorandum

## R-15-38, ATTACHMENT B

### Summary of HHC Partnership Proposal Interviews

- A. Jasper Ridge Farms (JRF):
  - Proposal stated intent to “reconstruct or rebuild” the Barn. In the interview, JRF clarified that their plan was to tear down the Barn and build a new barn in its place.
  - JRF was informed that the Barn was among the oldest surviving structures in Portola Valley, and that demolishing a structure that contributed to the historic complex was infeasible; they would therefore need to build within the interior of the old Barn and/or within the footprint of adjacent structures.
  - JRF would require additional infrastructure (e.g. electrical, parking) that might not be compatible with the conservation easement.
  - The proposed use is likely not in conformance with the Town’s underlying zoning, but due to low intensity use, may be granted via a conditional use permit.
  - Proposed use would be in conformance with the historic use of the site. Woods family had many animals and took in many “retired” animals.
  
- B. Crevelt:
  - Richard Crevelt is a General Contractor with extensive experience in building and maintaining estate properties.
  - Proposal is to establish non-profit and fundraise to complete rehabilitation of the structures.
  - Non-profit would fund all rehabilitation work.
  - Crevelt proposes to first refurbish the Garage, then use it to store materials from the House that have to be removed to complete the rehabilitation of the House. Once the House is complete, Crevelt family (Richard, wife, and two children) would move into and inhabit the House. They would then fundraise to complete rehabilitation of the Barn and the Cottage.
  - At a conceptual level, the Crevelt proposal appears to comply with the conservation easement, however, there may be proposed work (like installing sewer lateral) that may require an amendment to the conservation easement.
  - Proposal relies heavily upon donated services and volunteer activities.
  - Crevelt proposal requested lease terms similar to Fremont Older house.
  - Crevelt indicated being amenable to “sharing” use of the larger HHC site with other partners as long as other uses does not impact his family’s privacy.
  - Crevelt proposal agrees to allow public tours, per RLOI conditions, minimum two per year.
  
- C. Friends of Historic Hawthorns Ranch (Friends group):
  - The Friends group was informed that their \$8.5 M proposal for an expansive museum complex did not comply with the Town’s underlying zoning or with major provisions of the conservation easement.
  - The Friends group was asked to re-evaluate their proposal, and issue a letter revising their proposal to better align with the conservation easement and the underlying zoning.

- On October 02, 2014, the Friends Group submitted a letter with a revised proposal to limit development to a nature center onsite. The revised proposal is for a smaller (approximately 500 SF) nature center to be located in place of the upper barn near Los Trancos Road.
- On December 8, 2014, staff met with the Friends Group to discuss their alternate proposal.
- On January 20, 2015 the Friends Group issued a more detailed description of their October revised proposal letter, as requested by District staff.

###



2005-063400 CONF

01:42pm 04/19/05 CVE Fee: 55.00

Count of pages 17

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:Peninsula Open Space Trust  
3000 Sand Hill Road, 1-155  
Menlo Park, CA 94025  
Attention: President**GRANT DEED OF CONSERVATION EASEMENT**

(Woods Portola Valley Property)

THIS CONSERVATION EASEMENT is granted this 5<sup>th</sup> day of April, 2005 ("Effective Date"), by Frederick N. Woods, III, as Trustee under that certain trust agreement dated June 14, 2002 ("Grantor"), to the Peninsula Open Space Trust, a California nonprofit public benefit corporation ("Grantee").

**RECITALS**

A. Grantor is the owner in fee simple of certain real property located within the Town of Portola Valley, County of San Mateo, State of California, commonly known as 4411 Alpine Road and 800 Los Trancos Road, and consisting of Assessor's Parcel Numbers 079-080-050, 079-080-080 and 079-080-090 (hereafter "Real Property"). The Real Property is comprised of Parcel 1 and Parcel 2, as described in Exhibit A and shown on Exhibit B. (Exhibit A and Exhibit B are attached hereto and are incorporated herein by reference.)

B. The Real Property is approximately 78.71 acres and contains limited improvements; a substantial majority of the Real Property is in a natural and undisturbed state. The portion of the Real Property that contains the substantial majority of the limited improvements is listed and described as Parcel 1 in Exhibit A and shown and labeled as Parcel 1 in Exhibit B ("Improved Portion"); the Improved Portion is approximately 42.07 acres. The portion of the Real Property that contains only very limited improvements is listed and described as Parcel 2 in Exhibit A and shown and labeled as Parcel 2 in Exhibit B ("Unimproved Portion"); the Unimproved Portion is approximately 36.64 acres.

C. Grantor desires to preserve the Real Property, in perpetuity, in its present mostly natural and undisturbed state and thereby preserve the natural, scenic, historical and open space values of the Real Property. Accordingly, Grantor desires to grant to Grantee a conservation easement over the Real Property. The prohibited and permitted uses set forth below in more detail for the Improved Portion differ slightly from those of the Unimproved Portion, recognizing that the Improved Portion contains some improvements that presently are occupied and used.

D. The Real Property contains important natural conservation values in that the Real Property contains a ridge top of open grassland and native oak woodland, and affords spectacular views of the Santa Cruz Mountains and the Windy Hill Open Space Preserve. Lower areas of the Real Property are forested with oaks, California buckeye and California bay laurel.

## CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

E. The Real Property contains the potential for important recreational conservation values in that portions of the Real Property are highly visible from heavily used trails in both Portola Valley Ranch and Windy Hill Open Space Preserve. The Real Property also is visible from Alpine Road and various points in the Town of Portola Valley. The Real Property also contains a potential connection between two existing trails: the Hillbrook trail to the northwest and the Deer Path trail to the southeast. In addition, a spur off of the existing Sweet Springs trail may afford views from the top of the ridge.

F. The Real Property contains potential historic conservation values in that the Real Property contains several structures or areas of possible historic value. A large unoccupied house, apparently was constructed in the late 1800s and may be a Town of Portola Valley designated historic structure. In addition, remnant olive orchards, several barns and a concrete silo located on the Real Property may provide historic values. The Real Property also has been the subject of some attempt to document its history, as reflected in the section regarding “The Hawthornes” – the historical name of the property – in the book “Life on the San Andreas Fault” (page 172) by Nancy Lund and Pamela Gullard.

G. The Real Property appears to contain important habitat and riparian protection values in that the Real Property appears to support a wide variety of plant and animal life including habitat for species such as the federally endangered Bell’s vireo and the federally threatened California red-legged frog. There may also be habitat for a number of federal and state species of concern, including the ferruginous hawk, the California newt and the dusky-footed woodrat. The southeast portion of the Real Property borders Los Trancos Creek for approximately one-quarter of a mile. This area provides good riparian vegetative cover and contains potential habitat for the federally threatened steelhead trout.

H. The general conservation values set forth above in Recitals D, E,, F and G (“Conservation Values”) are to be documented in more specific detail in an inventory, conducted by Grantee at Grantee’s cost, of relevant features, conditions and natural resources of the Real Property (“Conservation Values Documentation”). The Conservation Values Documentation will be provided to Grantor upon completion, and copies will be kept on file at the offices of Grantee. The Conservation Values Documentation will consist of reports, maps, photographs, and other documents that collectively provide an accurate representation of the Real Property at the time of the grant of this easement (*i.e.*, spring of 2005) and are intended to serve as an objective basis for monitoring compliance with the terms of this easement.

I. The parties desire that the Real Property be used as a natural and scenic and open space area and managed in a manner compatible with the Conservation Values of the Real Property.

J. Grantor intends, as owner of the Real Property, to convey a conservation easement to Grantee over the Real Property including the right to preserve and protect in perpetuity the natural, scenic, open space and other Conservation Values of the Real Property, subject to the restrictions contained herein.

## CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

K. Grantee is authorized to acquire and hold title to interests in real property and is an entity that may acquire and hold conservation easements pursuant to California Civil Code Section 815.3(a).

L. Grantee intends, in accepting this grant, to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Real Property for the benefit of this generation and generations to come.

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants, terms conditions, and restrictions contained herein, and pursuant to the laws of California and in particular, inter alia, Sections 815 *et seq.* of the California Civil Code, Grantor hereby grants to Grantee a conservation easement in perpetuity over the Real Property, subject to the following terms and conditions.

1. Purpose. The purpose of this easement is to assure that the Real Property will be retained in perpetuity in its natural scenic and open space condition and to prevent any use of the Real Property that will significantly impair or interfere with its Conservation Values. Accordingly, this easement restricts the use of the Real Property to activities involving enjoyment of views, open space, natural habitat and environmental protection, as well as continuation of the existing limited rural residential use, and other uses which are consistent with this easement, as set forth below in more detail.

2. Rights of Grantee. To accomplish the purposes of this easement, Grantor conveys to Grantee the right:

(a) To preserve and protect the open space values of the Real Property.

(b) To enter upon the Real Property at a reasonable time, twice per year, in order to monitor Grantor's compliance with the terms of this easement and to enforce such terms; provided that such entry shall be upon reasonable prior notice to Grantor, or its successors in interest, and occupants of the Real Property and that Grantee shall not unreasonably interfere with the use and quiet enjoyment of the Real Property by Grantor or its successors in interest or by any occupants of the Real Property.

(c) If Grantee has substantial and credible reason to suspect a potential violation of compliance with the terms of this easement, to enter upon the Real Property at any time in order to monitor such potential violation of compliance; provided that Grantee shall make a good faith effort to contact Grantor and Grantor's attorney by telephone (at the numbers listed in Paragraph 13 hereof) prior to entering the Real Property.

(d) Pursuant to Paragraph 7 hereof ("Disputes and Remedies"), to prevent any activity on or use of the Real Property which is inconsistent with the purposes of this easement and to require the restoration of such areas or features of the Real Property that may be damaged by any inconsistent activity or use.

(e) To enter the Real Property one time in order to prepare the Conservation Values Documentation; provided that such entry shall be upon reasonable prior notice to Grantor, or its successors in interest, and occupants of the Real Property and that Grantee shall

## CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

not unreasonably interfere with the use and quiet enjoyment of the Real Property by Grantor or its successors in interest or by any occupants of the Real Property. The parties intend that the Conservation Values Documentation shall be used by Grantee to monitor future uses of the Real Property, condition thereof, and practices thereon; provided that, in the event a controversy arises with respect to the condition of the Real Property or a particular resource thereof, the parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy.

(f) Except for the access rights specifically granted by Paragraphs 2(b), 2(c) and 2(e) above, Grantee shall have no other right to access or enter the Real Property.

3. Prohibited Uses. Any activity on or use of the Real Property which is inconsistent with the purposes of this easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Subdivision. Subdivision of the Real Property, as “subdivision” is defined by the Subdivision Map Act, California Government Code Section 66000 *et seq.*, is not permitted, except as otherwise provided by this Paragraph 3(a). Obtaining issuance of certificates of compliance from the Town of Portola Valley (“Town”) under the Subdivision Map Act to validate the claimed existence of parcels based on any actions that occurred prior to the Effective Date hereof, is not permitted, except as necessary to facilitate conveyance, by separate conveyance and separated in time, of the Improved Portion and the Unimproved Portion to a charitable organization described in Sections 170(b)(1)(A), 170(c), 2055(a) and 2522(a) of the Internal Revenue Code of 1986, as that Code may be amended from time to time. Lot line adjustments approved by the Town are permitted; provided that lot line adjustments that result in transfer of property in excess of one hundred square feet are subject to the prior written approval of Grantee. Any land transferred by lot line adjustment shall remain subject to the terms of this easement. Conveying a part of the Real Property to a government entity (including, but not limited to, the Midpeninsula Regional Open Space District) for purposes of holding it in open space is not a subdivision under the terms of this easement. Neither owning the Real Property as undivided interests, nor the creation of a life estate or future estate, nor ownership all or in part by any corporation, partnership, trust or other entity, nor transfer between trusts (where the equitable ownership interest is not transferred) is a subdivision under the terms of this easement.

(b) Commercial or Industrial Use. Any commercial or industrial development, use, or activity on the Real Property, including commercial agriculture, is expressly prohibited. Growing of foodstuffs and flowers for consumption by and/or use of occupants of the Real Property is permitted, provided that no more than one-quarter acre may be used/disturbed for such purpose.

(c) Building. The placement or construction of any additional buildings, structures or other improvements of any kind on the Real Property (including without limitation, fences, roads, signs and parking lots) is prohibited. The removal, repair or replacement of any existing building, structure or improvement located on the Real Property, as identified in the Conservation Values Documentation, is permitted (Grantor shall have no obligation to replace improvements that are removed); provided, however, that a repaired or replaced building shall

## CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

not result in increased square footage and, to the extent reasonably feasible, shall be located in the same location as the building repaired or replaced.


(d) Soil Erosion or Degradation. Any use or activity which causes, or is likely to cause, significant soil degradation or erosion or significant pollution of any surface or subsurface waters is prohibited. This prohibition shall not apply to the use of agrochemicals, such as fertilizers, pesticides, herbicides, and fungicides which are used in accordance with law and USDA, manufacturer's, and the San Mateo County regulations, directions, and policies, or those of their successors.

(e) Tree Cutting. The cutting down, or other removal of live trees, except when required for safety, fire protection or sound resource management purposes (such as to prevent the spread of disease to other trees), and subject to the prior written approval of Grantee, which approval shall not be unreasonably withheld, is prohibited. Any removal shall be performed in accordance with all federal, state and local applicable laws.

(f) Dumping. The dumping or other disposal of wastes, refuse, or debris on the Real Property is prohibited.

(g) New Utilities. The installation of new utility systems or extensions of existing utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities is prohibited. The repair, replacement and/or relocation of any existing utility system (including moderate increases in quality or capacity of such systems), as identified in the Conservation Values Documentation, necessary to serve the Real Property is permitted.

(h) Mineral Rights. The exploration for, or development and extraction of, minerals and hydrocarbons by any mining method is prohibited. Drilling for and pumping of groundwater for use on the Real Property is permitted, but only as necessary to serve the uses permitted under this easement.

(i) Grazing. <sup>COMMERCIAL</sup> The grazing of livestock is prohibited. 

(j) Off Road Vehicles. Use of off-road or all-terrain vehicles or motorcycles is prohibited, unless used on existing roads, paths and trails (improved or unimproved), as identified in the Conservation Values Documentation and solely for purposes of management of the Real Property, for travel between improvements located on the Real Property or for matters of public safety.

(k) Hunting and Commercial Shooting Ranges. Hunting or trapping of wildlife is prohibited, except as necessary to prevent damage to any existing improvements or as necessary for resource management and public safety purposes (which shall be permitted with the prior approval of Grantee, which approval shall not be unreasonably withheld). Commercial shooting or commercial shooting ranges are prohibited.

(l) Noise Limits. No activities such as concerts shall be permitted on the Real Property which produce sustained noise levels in excess of 65 decibels as measured on trails surrounding the Real Property. Agricultural and landscaping equipment such as tractors,

## CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

chainsaws, and leaf blowers, and any equipment reasonably necessary for the repair, reconstruction or relocation of existing improvements (as permitted by Paragraphs 3(c) and 3(g) above) are specifically excluded from this provision.

(m) Junk Yards/Auto Repair and Restoration. Storage or disassembly of inoperable automobiles and trucks for purposes of sale or rental of space for that purpose is expressly prohibited. Any existing inoperable automobiles, trucks or similar vehicles located on the Real Property (as identified in the Conservation Values Documentation) may remain on the Real Property and shall not be required to be removed. Auto repair, rehabilitation, restoration and renovation for commercial purposes is prohibited.

(n) Excavation. Alteration of land forms by grading or excavation of topsoil, earth, or rock is prohibited.

(o) Scenic and Natural Character. Activities such as clearing, stripping of native vegetation, grading, or storage of materials that would clearly degrade the scenic and natural character of the Real Property is prohibited.

(p) Disturbance of Wetlands and Riparian Areas. The draining, filling, dredging, clearing, or diking of wetland and riparian areas, or the cultivation or other disturbance of the soil within wetland and riparian areas, except as noted below in Paragraph 3(q), is prohibited.

(q) Alteration of Streams or Ponds. The alteration or manipulation of the ponds and watercourses located on the Real Property or the creation of new water impoundments or watercourses for any purpose is prohibited, other than permitted agricultural and ecological enhancement uses of the Real Property; provided that any existing water impoundments, stream crossings and protection from erosion or damage of any existing improvements located on the Real Property, may be maintained, repaired, rebuilt, and periodically dredged to maintain their capacity. When alterations to ponds are made, damage to riparian and wetland vegetation around the perimeter shall be minimized.

(r) Signs and Billboards. The placement of any signs or billboards on the Real Property is prohibited, except that signs whose placement, number, and design do not significantly diminish the scenic character of the Real Property may be displayed to state the name and address of the Real Property and the names of persons living on the Real Property, to advertise an on-site activity permitted pursuant to Paragraph 6, or to meet requirements of Grantee, or to inform the public about the natural, scenic, and other resources of the site, or by the owner of the Real Property to control unauthorized entry or use.

(s) Golf Courses, Driving Ranges and Sport Courts. Golf courses or driving ranges used for commercial purposes are prohibited. Sport courts (*e.g.*, for basketball, racquet sports, etc.) are prohibited.

(t) Archeological Resources. The excavation, removal, destruction, or sale of any archeological artifacts or remains found on the property, except as part of an archeological investigation approved by Grantor, is prohibited. All excavation plans shall be reviewed by an archeologist prior to the start of, and during, the excavation.

## CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

4. Mineral Rights. Grantor hereby grants to Grantee all of Grantor's right, title, and interest in all mineral rights belonging to the Real Property. Grantee covenants that it will not use such mineral rights in any way that would adversely affect the agricultural, ecological, conservation, or scenic uses of the Real Property. Grantor expressly reserves all of Grantor's right, title and interest in all surface, ground and other water rights belonging to or associated with the Real Property; provided such rights are exercised consistent with the terms of this easement.

5. Transfer Density Rights. Grantor covenants for itself and all its successors that Grantor shall not transfer, for use on any property anywhere (including the Real Property), any development rights that the Real Property currently may possess, and that otherwise may be transferable under local ordinances and regulations; provided that, however, any development rights that may be created on the Improved Portion by virtue of whole or partial removal of any structure on the Improved Portion may be reused on or applied to the Improved Portion (in order to permit repair, reconstruction or replacement of existing structures, as permitted by Paragraph 3(c)).

6. Permitted Uses and Reserved Rights. Grantor reserves unto itself and to its successors and assigns all rights accruing from its ownership of the Real Property which are not transferred, conveyed or granted hereby to Grantee or prohibited herein and which are not inconsistent with the purposes of this easement, including the right to engage in or permit or invite others to engage in all uses of the Real Property which are not expressly prohibited herein and which are not inconsistent with the purposes of this easement. Without limiting the generality of the foregoing, the following rights and uses are expressly reserved by Grantor to itself and its successors in interest, and are agreed by the parties to be consistent with the purpose and intent of this easement and are not precluded by it (the following list is not an exhaustive recital of reserved rights and consistent uses):

- (a) To take reasonable measures necessary and appropriate for fire safety and erosion control; and to remove trees as described in Paragraph 3(e).
- (b) To remove exotic non-native invasive vegetation and restore the area with native vegetation.
- (c) Maintenance of existing paved and unpaved roadways, passages and trails to the standard, status and quality identified in the Conservation Values Documentation, and usage of such roadways, passages and trails.
- (d) Any use permitted by Paragraph 3, above.
- (e) To use and maintain the existing natural spring and ground water system and improvements, as identified in the Conversation Values Documentation, to service the water needs of the Real Property.
- (f) Passive recreational uses such as hiking, bicycling and equestrian use.
- (g) Construction of unpaved trails or paths for non-motorized uses.

## CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

(h) Use and occupancy of the Real Property and existing buildings and improvements as a residence is permitted. If the Real Property is ever conveyed to the Midpeninsula Regional Open Space District, or any similar governmental or non-governmental entity intending to use the Real Property for public open space and passive recreational uses, use and occupancy of the Real Property and existing buildings and improvements as an on-site office, ranger station, ranger residence or other facility directly related to the public open space operations of the entity holding fee title to the Real Property is permitted, as is the repair, reconstruction and replacement of structures as permitted by Section 3(c).

(i) If the Real Property is ever conveyed to the Midpeninsula Regional Open Space District, or any similar governmental or non-governmental entity intending to use the Real Property for public open space and passive recreational uses, construction of a limited staging area (gravel parking lot, pit toilets, wood rail fencing, trail markers, etc.) around the perimeter of the Improved Portion as necessary to facilitate public access to, and use of, the Real Property for hiking and other uses permitted by this easement.

### 7. Disputes and Remedies.

(a) Notice. If Grantee determines that Grantor, or Grantor's successors in interest or any occupant of the Real Property is conducting or allowing a use, activity, or condition on the Real Property which is prohibited by the terms of this easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation, and, where the violation involves injury to the Real Property resulting from any use or activity inconsistent with the purposes of this easement, to restore the portion of the Real Property so injured.

(b) Consultations Regarding Interpretation and Enforcement of Easement. When any disagreement, conflict, need for interpretation, or need for enforcement arises between the parties to this easement, each party shall first consult with the other party in good faith about the issue and attempt to resolve the issue without resorting to mediation or legal action.

(c) Mediation of Disputes. If, after the notice and consultation required above, the parties to this easement are unable to resolve a dispute that arises between them over the consistency with this easement of a use or activity that Grantor or Grantee intends to conduct, and if the party proposing the use or activity agrees to immediately postpone or cease said use or activity pending resolution of the dispute, then either party may refer the dispute to mediation by notice in writing to the other party. The parties shall jointly select one mediator who shall be a retired or former judge of the Superior Court of California. The mediation shall be conducted in accordance with the rules set forth in California Code of Civil Procedure Sections 1280 *et. seq.* If the parties are unable to agree upon a mediator, the mediation shall be conducted by Judicial Arbitration and Mediation Services, Inc. (JAMS) in accordance with the rules thereof.

(d) Grantee's other Remedies. If, after the notice, consultation and mediation required above, Grantor fails to cease any alleged violation so as to permit mediation, Grantee may bring an action at law or in equity in court of competent jurisdiction to enforce the terms of this easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this



## CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Real Property to the condition that existed prior to injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Real Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent future damage to the Conservation Values of the Real Property, Grantee may pursue its remedies under this Paragraph 7 without prior notice to Grantor, except as otherwise required by law, or without waiting for the period provided for cure to expire. Grantee's rights under this Paragraph 7 apply equally in the event of either actual or threatened violations of the terms of this easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Paragraph 7, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph 7 shall be cumulative and shall be in addition to all remedies now or hereinafter existing at law or in equity.

(e) Costs of Enforcement; Attorney's Fees. In the event any litigation between the parties to enforce or to interpret the terms of this easement, the prevailing party shall be entitled to recover court costs and reasonable fees of attorneys, accountants and expert witnesses incurred by such party in connection with the litigation, including such costs and fees incurred because of any appeals. The prevailing party also shall be entitled to recover all such costs and fees that may be incurred in enforcing any judgment or award, and this provision shall not be merged into any judgment but shall survive any judgment.

(f) Grantee's Discretion. Enforcement of the terms of this easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this easement in the event of any breach of any term of this easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this easement or of any of Grantee's rights under this easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(g) Acts Beyond Grantor's Control. Nothing contained in this easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Real Property resulting from causes beyond Grantor's control, including without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Real Property resulting from such causes.

8. Access. No right of access by the general public to any portion of the Real Property is conveyed by this easement.

9. Costs and Responsibilities. Grantor retains the responsibility for ownership, operation, upkeep, and maintenance of the Real Property, including all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Real Property by competent authority (collectively "taxes").

## CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

10. Amendment. If circumstances arise under which an amendment to or modification of this easement would be appropriate, Grantor and Grantee may jointly amend this easement; provided that no amendment shall be allowed that contravenes the purpose of this easement (as set forth in Paragraph 1 above) or that will affect the qualification of this easement or the status of Grantee under any applicable laws, including Sections 815 *et. seq.* of the California Civil Code, or Section 170(h) of the Internal Revenue Code, as amended. Any such amendment shall be in writing, shall refer to this easement by reference to its recordation data, and shall be recorded in the Official Records of San Mateo County, California.

11. Conveyance of Easement. Upon thirty (30) days prior notice to Grantor, Grantee may convey this easement in whole or in part but only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Section 815.3 of the California Civil Code (or any successor provision then applicable). As a condition of such transfer, Grantee shall require the transferee to expressly agree in writing to assume Grantee's obligations hereunder in order that the purposes of this easement will continue to be carried out. Any such transfer or conveyance shall be recorded. Notwithstanding the foregoing, the Grantee (or subsequent transferee) may not convey this easement at any time to the fee owner of the Real Property except if (a) the Grantee or subsequent transferee shall cease to exist or to be qualified to hold conservation easements under California Civil Code Section 815.3, or its successor statute, and (b) no qualified organization (including the State of California), other than the fee owner, has agreed to accept transfer of this easement after commercially reasonable efforts by the Grantee or subsequent transferee to effectuate transfer of this easement to such a qualified organization.

12. Subsequent Conveyance of the Real Property. Grantor shall incorporate by reference hereto the terms of this easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Real Property, including, without limitation, a leasehold interest. Except in the case of a proposed transfer of any portion of the Real Property to the Midpeninsula Regional Open Space District or to a trust for the benefit of Frederick N. Woods, III, or his son Frederick Newhall Woods, Grantor shall give written notice to Grantee of the transfer of any interest in any portion of the Real Property at least twenty-one (21) days prior to the date of such transfer. Grantor shall provide a complete copy of this easement to its transferee prior to any such transfer. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this easement or limit its enforceability in any way.

13. Notices. Unless otherwise specified in this easement, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally, or sent via overnight mail, addressed as follows:

## CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

To Grantor: Mr. Frederick N. Woods, III  
Trustee  
800 Los Trancos Road  
Portola Valley, CA 94028

With a copy to:  
Morgan, Lewis & Bockius LLP  
Attn: Max Gutierrez, Esq.  
One Market Street, Spear Tower  
San Francisco, CA 94105  
Ph: (415) 442-1000

To Grantee: President  
Peninsula Open Space Trust  
3000 Sand Hill Road, Bldg. 1 Suite 155  
Menlo Park, CA 94025  
Ph: (650) 854-7696

or to such other address as either party from time to time shall designate by written notice to the other.

14. Recordation. This instrument shall be recorded by Grantee in the Official Records of San Mateo County, California. Grantee may rerecord this easement whenever rerecording is required to preserve Grantee's rights in this easement.

15. General Provisions.

(a) Controlling Law. The interpretation and performance of this easement shall be governed by the laws of the State of California.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this easement shall be liberally construed in favor of Grantee to effect the purposes of this easement and the policy and purpose of Section 815 *et. seq.* of the California Civil Code. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this easement that would render the provision valid shall be favored over any interpretation that would render it invalid. This instrument shall be construed in accordance with its fair meaning and it shall not be construed against either party on the basis that that party prepared this instrument.

(c) Severability. If any provision of this easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby so long as the purposes of this easement can still be carried out.

(d) No Third Party Rights. This instrument is made and entered into for the sole benefit and protection of Grantor and Grantee and their respective successors and assigns. No person or entity other than the parties hereto and their respective successors and assigns shall have any right of action under this easement or any right to enforce the terms and provisions hereof.

## CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

(e) No Forfeiture. Nothing contained herein is intended to result in a forfeiture or reversion of Grantor's fee title in any respect. Grantor specifically reserves the right to convey fee title to the Real Property, or any portion thereof, subject to this easement.

(f) Successors. The covenants, terms, conditions, and restrictions of this easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, and shall continue as a servitude running in perpetuity with the Real Property.

(g) Termination of Rights and Obligations. Except as expressly provided otherwise in this instrument, a party's rights and obligations under this easement shall terminate upon the transfer of the party's interest in this easement or the fee title to the Real Property, as the case may be, except that rights, obligations, and liability relating to acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(i) Counterparts; Facsimile Signatures. Grantor and Grantee may execute this instrument in two or more counterparts; each counterpart shall be deemed an original instrument. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling. Facsimile and photocopied signatures shall be treated as originals.

(j) Exhibits. All Exhibits referred to in this easement are attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, each party has set their hand on the Effective Date.

GRANTOR

  
Frederick N. Woods, III, Trustee

GRANTEE

PENINSULA OPEN SPACE TRUST,  
a California nonprofit public benefit corporation

By:   
Audrey C. Rust, President

CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY

STATE OF California )  
 ) ss.:  
COUNTY OF Santa Clara )

On April 15, 2005 before me, Teresa Hillstrom,  
Notary Public, personally appeared Frederick Woods III,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.

Teresa Hillstrom  
Signature of Notary



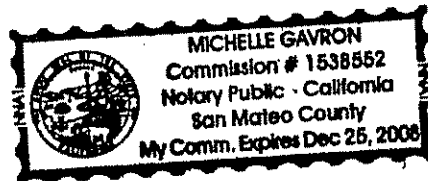
(SEAL)

STATE OF California )  
 ) ss.:  
COUNTY OF San Mateo )

On April 18, 2005 before me, Michelle Gavrón,  
Notary Public, personally appeared Audrey C Rost,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.

Michelle Gavrón  
Signature of Notary



(SEAL)

CONSERVATION EASEMENT – WOODS PORTOLA VALLEY PROPERTY



ENGINEERS  
SURVEYORS  
PLANNERS

March 29, 2005  
BKF Job Number 20040099-10

**LEGAL DESCRIPTION  
PARCEL 1**

All that real property situate in the Town of Portola Valley, County of San Mateo, State of California, being all of the lands described in the deed to Francis Newhall Woods recorded July 5, 1916 in Book 247 of Deeds at page 416, San Mateo County Records, California; excepting therefrom the lands described in that certain deed recorded September 18, 1950 in Book 1939 of Official Records at Page 299, San Mateo County Records, California; also excepting therefrom the lands described in that certain deed recorded April 30, 1959 in Book 3591 of Official Records at Page 465, San Mateo County Records, California; also excepting therefrom the lands described below as Parcel 2; also excepting therefrom the lands described in that certain Grant Deed recorded July 31, 1998 in Document No. 14311804, Santa Clara County Records, California.

**LEGAL DESCRIPTION  
PARCEL 2**

All that real property situate in the Town of Portola Valley, County of San Mateo, State of California, being a portion of the lands described in deed to Francis Newhall Woods recorded July 5, 1916 in Book 247 of Deeds at page 416, San Mateo County Records, California, and being more particularly described as follows:

BEGINNING at the westerly corner of the lands described in deed to F. N. Woods III recorded December 12, 1961 in Volume 4111 of Official Records at page 167, San Mateo County Records; thence along the southwesterly line of said lands, South 34°18'52" East, a distance of 1000.02 feet to the southwesterly corner of said lands; thence along the southeasterly line of said lands and its northeasterly prolongation, North 52°40'00" East, a distance of 560.04 feet; thence leaving the prolongation of said southeasterly line the following nine courses:

- 1) North 13°39'38" East, a distance of 220.24 feet;
- 2) North 59°03'47" West, a distance of 115.99 feet;
- 3) South 45°28'14" West, a distance of 129.51 feet;
- 4) North 50°09'16" West, a distance of 210.43 feet;
- 5) North 31°22'12" East, a distance of 222.50 feet;
- 6) South 88°18'16" East, a distance of 206.05 feet;
- 7) South 56°31'24" East, a distance of 337.40 feet;
- 8) South 4°35'01" East, a distance of 652.47 feet;
- 9) South 16°30'32" West, a distance of 381.80 feet to the southerly line of the lands described in said deed recorded in Book 247 at page 416;

Thence along the general southerly and southwesterly lines of the lands described in last said deed the following eight courses:

Exhibit "A"  
Page 1 of 2

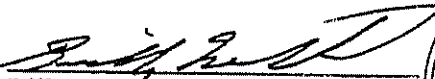
540 Price Avenue  
Redwood City  
California 94063-1411  
phone 650.482.6300  
fax 650.482.6399  
www.bkf.com

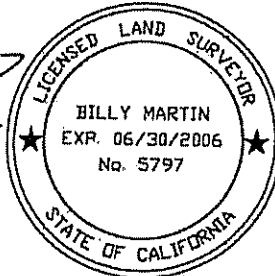


- 1) North 52°00'00" West, a distance of 447.48 feet;
- 2) South 32°30'00" West, a distance of 621.06 feet;
- 3) South 50°00'00" West, a distance of 73.92 feet;
- 4) North 64°30'00" West, a distance of 130.02 feet;
- 5) North 61°30'00" West, a distance of 54.78 feet;
- 6) North 62°00'00" West, a distance of 506.88 feet;
- 7) North 52°30'00" West, a distance of 214.50 feet;
- 8) North 48°30'00" West, a distance of 613.26 feet to the southeasterly line of the lands described in said document recorded in Book 3591 of Official Records at Page 465; thence along said southeasterly line North 50°32'00" East, a distance of 361.58 feet and North 45°28'48" East, a distance of 328.89 feet to the southerly corner of the lands described in said document recorded in Book 1939 of Official Records at Page 299; thence along the southeasterly line of the lands described in said last document North 52°40'00" East, a distance of 273.27 feet to the POINT OF BEGINNING, and containing an area of 36.64 acres, more or less.

A plat showing the above described lands is attached hereto and made a part hereof as "Exhibit B".

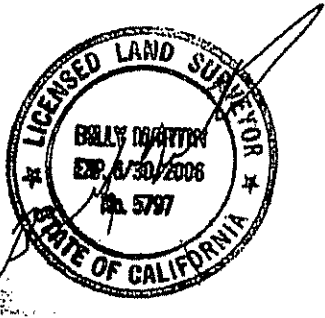
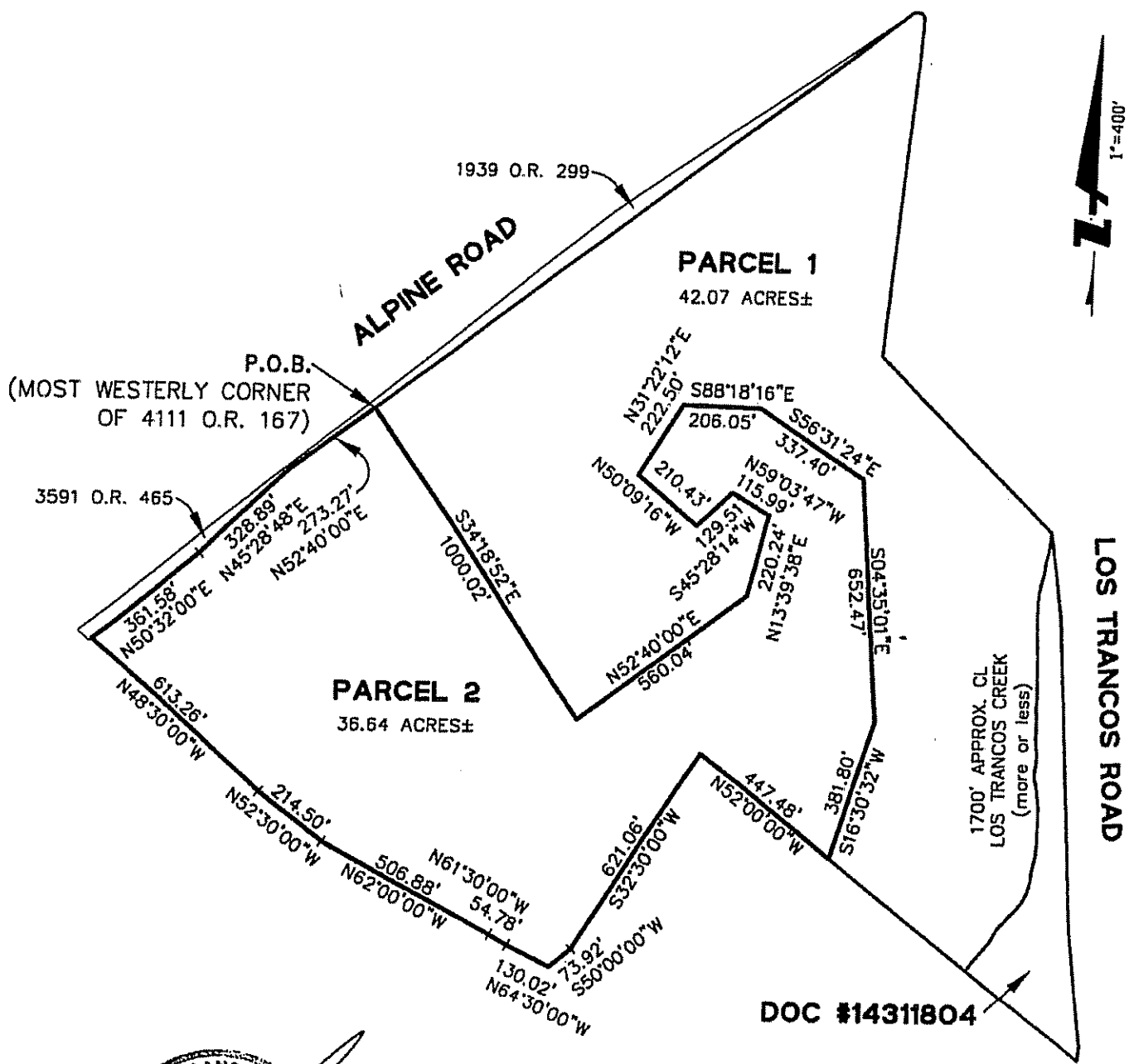
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

  
 Billy Martin, P.L.S. 5797  
 License Expires: 6/30/06



Dated: APRIL 4, 2005





540 PRICE AVENUE  
 REDWOOD CITY, CA 94063  
 650-482-6300  
 650-482-6399 (FAX)

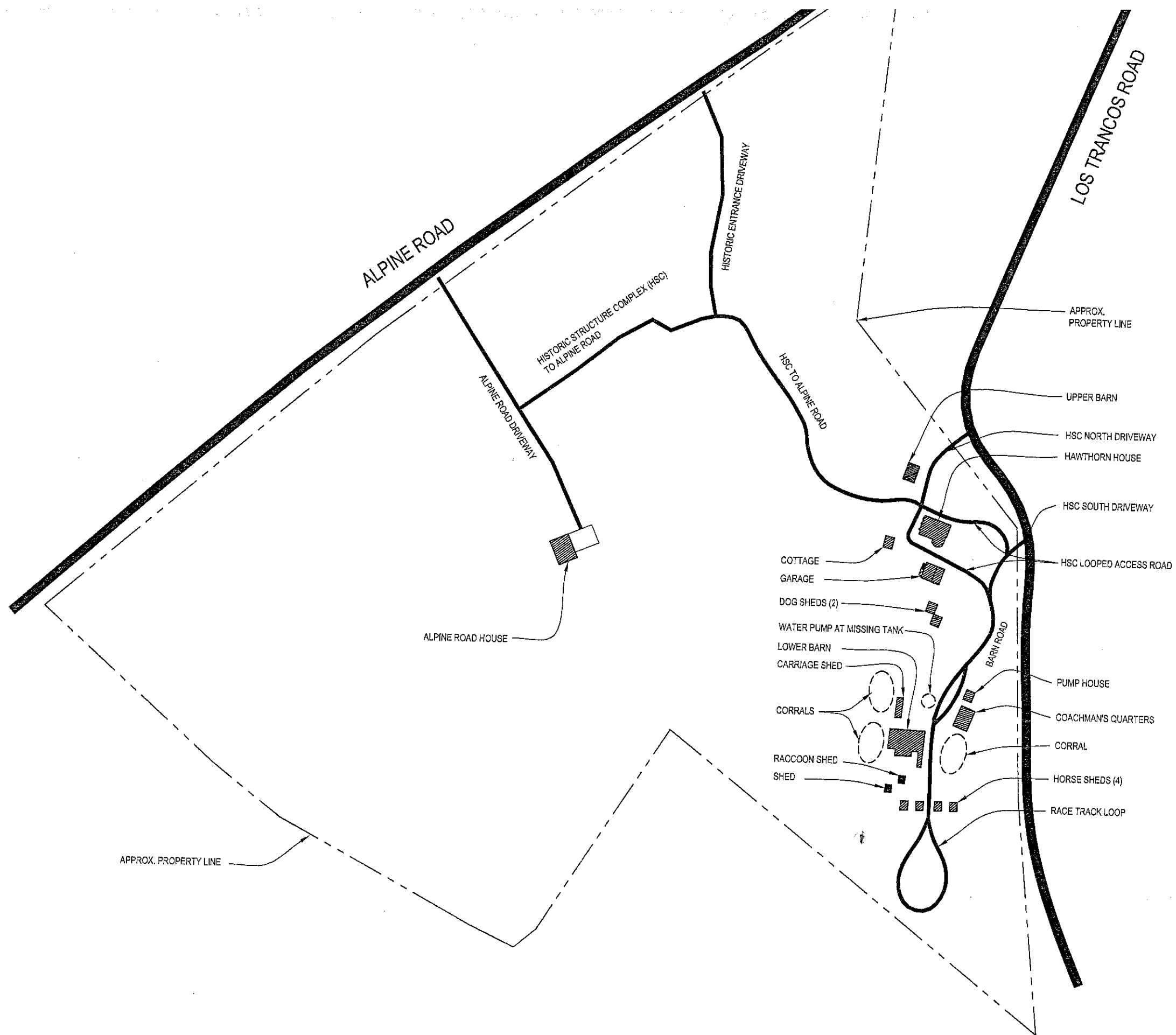
Subject **EXHIBIT "B"**

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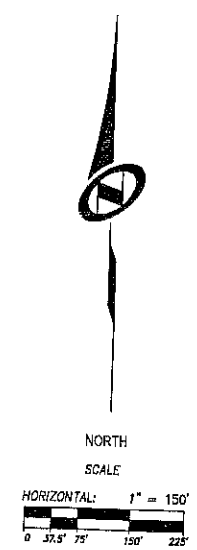
Job No. 040099-10

By CRM Date 3/29/05 Chkd. CRC

SHEET 1 OF 1



ATTACHMENT D



This site diagram is for study use only and does not represent the accurate configuration of site features and boundaries.

| ATTACHMENT E   |              |   |                     |                     |                   |  |              |                     |                                  |                     |                          |  |         |         |         |
|--|--------------|---|---------------------|---------------------|-------------------|--|--------------|---------------------|----------------------------------|---------------------|--------------------------|--|---------|---------|---------|
| HAWTHORN HISTORIC COMPLEX - PARTNER DEVELOPMENT 2015-2018  |              |   |                     |                     |                   |  |              |                     |                                  |                     |                          |  |         |         |         |
| FY 2015-2016   |              |   |                     |                     |                   | FY 2016-2017   |              |                     |                                  |                     |                          | FY 2017-2018   |         |         |         |
| April<br>May   | June<br>July | August<br>September                                   | October<br>November | December<br>January | February<br>March | April<br>May   | June<br>July | August<br>September | October<br>November              | December<br>January | February<br>March        | 1st QTR  | 2nd QTR | 3rd QTR | 4th QTR |
| CREVELT PREPARE & SUBMIT<br>NON-PROFIT PAPERWORK           |              |   |                     |                     |                   | NON-PROFIT<br>ESTABLISHED                                      |              |                     | NON-PROFIT SPONSORED FUNDRAISING |                     |                          |  |         |         |         |
| CREVELT PERMIT TO ENTER                                    |              |   |                     |                     |                   | RENEW PERMIT TO ENTER<br>ENTER INTO PARTNER LEASE BY END OF FY |              |                     |                                  |                     | PARTNERSHIP WITH CREVELT |  |         |         |         |
| ON-GOING DISTRICT PROJECT COORDINATION WITH POST & CREVELT |              |   |                     |                     |                   |  |              |                     |                                  |                     |                          |  |         |         |         |
| NEAR-TERM<br>STABILIZATION                                 |              | JURISDICTIONAL COORDINATION<br>TOWN OF PORTOLA VALLEY |                     |                     |                   |  |              |                     |                                  |                     |                          | LONG-TERM<br>STABILIZATION / MOTHBALLING<br>IF PARTNERSHIP NOT IN PLACE<br>BY FY 2017-18 |         |         |         |
| ON-GOING COMMUNITY OUTREACH<br>VOLUNTEER PROJECTS          |              |   |                     |                     |                   |  |              |                     |                                  |                     |                          |  |         |         |         |



Midpeninsula Regional  
Open Space District

# Memorandum

DATE: June 8, 2016

MEMO TO: Board of Directors

THROUGH: Stephen E. Abbors, General Manager *SEA*

FROM: Allen Ishibashi, Senior Real Property Agent and Bryan Apple, Planner II

SUBJECT: Status of Activities at the Hawthorn Property

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This FYI memorandum has been prepared in response to the Board President’s request on May 12, 2016 for an update on activities at the Hawthorn Property.

Hawthorns Historic Complex Partnership

On April 8, 2015, the Board approved a partnership for the rehabilitation, reuse, and maintenance of the Hawthorn Historic Complex with Richard and Ann Crevelt (Crevelts) for use of the site as a private residence (R-15-49). As part of this partnership the Board approved a phased approach in which the Crevelts would first be issued a one (1) year access license to allow for initial planning and design work, with a long term agreement to follow once the terms in the access license were successfully completed.

The original intention was to execute the access license directly with the Crevelts while they concurrently worked to obtain non-profit status for the new non-profit that would be dedicated to rehabilitating and maintaining the Hawthorns Historic Complex. Later, the Crevelts requested that the access license be executed directly with the new, non-profit Hawthorns Preservation Trust Foundation (Foundation). This request delayed the execution of the access license until the 501c(3) was approved for the new Foundation.

The access license agreement was finalized on May 12, 2016 and sent to the Foundation for review and execution. To date the District has not received a signed copy of the access license. Per the terms of the access license, the Foundation must accomplish the following tasks before a long term agreement with the District would be discussed:

1. Finalize the non-profit, tax-exempt status for the entity that would enter into a long-term lease;
2. Develop and implement a fundraising plan and submit this to the District for approval;
3. Raise at least \$1,000,000 for the rehabilitation, reuse, and maintenance of the site;
4. Solicit and identify potential “pro-bono” providers for design, engineering, and interior finishes; and
5. Confirm permitting requirements with the town of Portola Valley.

The General Manager will keep the Board updated on the status of this item if and when the license is executed.

Realignment of Alpine Road Trail (roadside trail along property frontage)

On April 27, 2016, the Town of Portola Valley's new Town Manager Jeremy Dennis met with General Manager Steve Abbors, Assistant General Manager Ana Ruiz, and Planning Manager Jane Mark to discuss the Town's continued interest in realigning the Alpine Road trail that fronts the Hawthorn Property, from Corte Madera School to Los Trancos Road. The Town had deferred this item during the departure of the former Town Manager. Recognizing that the Action Plan for Fiscal Year (FY) 2016-17 has been already developed and reviewed by the Action Plan and Budget Committee, which includes numerous major and high priority projects for the Board, many that are underway, the General Manager advised Town Manager Dennis to formally submit the Town's request to the Board in November, to be included very early in the Board's Priority Setting Process for the subsequent fiscal year. This request has also been noted by staff and will be included with the various projects that the Board will consider for FY2017-18.

Nature Center Request from Yvonne Tryce

As part of the Request for Letters of Interest (RLOI) for Rehabilitation, Reuse, and Maintenance of the Hawthorn Historic Complex, the District received a proposal from Yvonne Tryce for a nature center. This proposal was not selected as it did not meet the intent and goals of the RLOI. However, it did merit further consideration as part of a future overall Public Access Site Plan for the Hawthorn Property. As such, on April 8, 2015, the Board of Directors approved the deferral of the nature center proposal until the Public Access Plan for the Hawthorn Property is initiated, which at that time was envisioned to be initiated within the next 5 years (2015-2020).

Future Public Access Site Plan for the Hawthorn Property

Dependent on staff capacity and the progress of current Action Plan Projects come this fall, the General Manager will consider recommending the initiation of the Public Access Site Plan for the Hawthorn Property as part of the FY2017-18 Action Plan. If so, the Public Access Site Plan would incorporate both the Town's request for the Alpine Road Trail realignment and Ms. Tryce's proposal for a nature center. Other elements that would be included as part of this Public Access Site Plan would include interior trails, connections to Town trails, signage, and parking.