

**CITY OF HALF MOON BAY/COUNTY OF SAN MATEO
THIRD AMENDMENT TO AGREEMENT
FOR ACQUISITION OF REAL PROPERTY POPLAR BEACH PARK**

This Third Amendment, dated, for reference purposes only, this ____ day of _____, 20____, between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County"), and the CITY OF HALF MOON BAY ("City"), who mutually agree as follows:

WHEREAS, on January 30, 1996, the County Board of Supervisors authorized the execution of an Agreement for Acquisition of Real Property to be used in perpetuity for recreational regional park and open space purposes for the use and enjoyment of the public in general. The grant deed transferring the said real property included in this agreement was recorded in the San Mateo County Recorder's Office on August 26, 1996 under Document Number 96104862; and

WHEREAS, on June 15, 1999, the County Board of Supervisors authorized a first amendment to said acquisition agreement which was recorded in the San Mateo County Recorder's Office on January 6, 2000 under Document Number 2000-002306; and

WHEREAS, on January 7, 2003, the County Board of Supervisors authorized a second amendment to said acquisition agreement; and

WHEREAS, it is now the mutual desire of the parties to further amend the agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- I. Section 8.1.(b)(ii) of the Agreement for Acquisition of Real Property, dated January 30, 1996 ("Agreement"), is hereby amended to read as follows:

8.1.(b)(ii) At the City's sole expense, it shall in perpetuity maintain, operate and assume all responsibility for the condition of the unpaved public bluff top trail located on the land described in Exhibit "I" as Parcel A and now known as the "Dumpsite." This trail is currently aligned as depicted in Exhibit "I" as "unpaved trail", between Poplar Street and the Wavecrest Restoration area of Seymour Street. In the vicinity of Seymour Ditch, the City shall construct and maintain the trail and bridge in the location depicted in Exhibit "II". The alignment for this trail shall not be changed without the County's approval. The City shall maintain the trail in a condition that is safe for public use. It is the express intent of the parties that the City shall assume all responsibility for the safe and sanitary condition of this trail and for maintaining it in a safe and sanitary condition. City shall be responsible for any claims or causes of action for personal injury or property damage due to any alleged dangerous condition of said

trail. It is the intent of the parties that the City shall be responsible for maintaining this trail in perpetuity; however, County retains the right to resume responsibility for such maintenance by 180 days written notice to City. The City is hereby authorized to construct trail improvements and maintain said improvements on the real property described in Exhibit I. Said improvements shall be made subject to the approval of the County as provided under Section 8.1 (h).

II. Exhibit "II", attached hereto and referenced in the revised section 8.1(b)(ii) above, shall be added as an exhibit to the Agreement.

Except as set forth in this Third Amendment to Agreement, all other provisions of the Agreement and the first and second Amendment shall remain unchanged and in full force and effect.

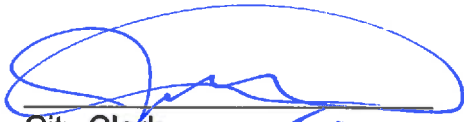
City of Half Moon Bay

County of San Mateo



City Manager, *For*
City of Half Moon Bay

President, Board of Supervisors
County of San Mateo



City Clerk *For*

County Clerk

8/2/16

Date Executed

Date Executed