

**FIRST AMENDMENT TO POST TRANSFER AGREEMENT (NO. 39000-24-R077272A)  
BETWEEN THE COUNTY OF SAN MATEO AND  
PENINSULA OPEN SPACE TRUST**

THIS FIRST AMENDMENT TO THE POST-TRANSFER AGREEMENT, entered into this 31<sup>st</sup> day of March, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Peninsula Open Space Trust, hereinafter called "POST" (collectively, County and POST are referred to herein as the "Parties");

W I T N E S S E T H:

WHEREAS, as authorized by County Resolution #077272, on or about March 10, 2020, the Parties entered into Agreement No. 39000-20-R077272A (the "Post Transfer Agreement"), as one of several transactions related to the County's acquisition of the Tunitas Creek Beach property for development as a County park; and

WHEREAS, previously, on or around May 14, 2019, the Parties had entered into a Purchase and Sale Agreement by which POST agreed to sell, and the County agreed to purchase, all of POST's rights, title, and interest to the Tunitas Creek Beach Property; and

WHEREAS, as a condition precedent to the consummation of the Purchase and Sale Agreement, the Parties agreed that two separate agreements would be negotiated and executed; specifically, the Post Transfer Agreement and the Cowell-Purisima Trail Agreement ("Trail Agreement"); and

WHEREAS, The Trail Agreement provides that during this second five (5) year term, the County may access \$1,000,000 (or \$200,000/year) in funds from certain grant monies totaling \$3.245M, which POST has secured and dedicated for use by County as related to the development of Tunitas Creek Beach property as a County park and for the County's Cowell-Purisima Trail management obligations and responsibilities; and

WHEREAS, due to unanticipated, higher costs required for the development of the Tunitas Creek Beach property as a County park, County desires to utilize all funds secured by POST and dedicated for use by County for such purpose, and thereby no funds will remain for County to access for its Cowell-Purisima Trail management obligations and responsibilities during the second 5-year term of the Trail Agreement; and

WHEREAS, to account for this change in available funding sources as related to the second 5-year term of the Trail Agreement, the Parties by this First Amendment to the Post Transfer Agreement desire to amend the Post Transfer Agreement accordingly.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 4 (“Cowell Purisima Trail Operation and Maintenance Fund”) of the Post Transfer Agreement is removed in its entirety.
  
2. **Except as amended, all other terms and conditions of the Post Transfer Agreement dated March 10, 2020, between the County and POST shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**For Entity: [PENINSULA OPEN SPACE TRUST]**

<small>DocuSigned by:</small> <u>Walter T. Moore</u> Entity Signature	<u>5/17/2024</u> Date	<u>Walter T. Moore</u> Entity Name (please print)
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**For County:**

\_\_\_\_\_  
Purchasing Agent Signature  
County of San Mateo  
(Department Head of Authorized  
Designee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Agent Name (please print)  
County of San Mateo  
(Department Head of Authorized Designee)