

RESOLUTION NO. .

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

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RESOLUTION AUTHORIZING: A) THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE A FOURTH AMENDMENT TO LEASE NO. 5025 WITH THE COYOTE POINT YACHT CLUB: (1) TO EXTEND THE TERM OF THE LEASE AGREEMENT THROUGH AUGUST 1, 2027, WITH THREE (3) ONE-YEAR OPTIONS TO FURTHER EXTEND THE LEASE AGREEMENT'S TERM WHICH ARE EXERCISABLE UPON MUTUAL WRITTEN AGREEMENT BY THE PARTIES, AND (2) TO TRANSFER OWNERSHIP OF THE TENANT'S IMPROVEMENTS ON THE PREMISES TO THE COUNTY UPON THE LEASE AGREEMENT'S TERMINATION/EXPIRATION, UNLESS THE COUNTY DECLINES TO ACCEPT SUCH TRANSFER; AND B) THE COUNTY EXECUTIVE OFFICER, OR THE COUNTY EXECUTIVE OFFICER'S DESIGNEE, TO TAKE ANY AND ALL ACTIONS NECESSARY TO IMPLEMENT THE INTENT OF THIS RESOLUTION, INCLUDING BY EXECUTING ANY AND ALL DOCUMENTS, AS REVIEWED AND APPROVED BY THE COUNTY ATTORNEY, TO EFFECTUATE THE TRANSFER OF OWNERSHIP OF THE TENANT'S IMPROVEMENTS ON THE PREMISES TO THE COUNTY

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

WHEREAS, the Coyote Point Recreation Area ("Coyote Point") is a 149-acre County owned and operated park that is located in the City of San Mateo; and

WHEREAS, although Coyote Point is best known for its playgrounds, beach, trails, and picnic areas, its marina ("Coyote Point Marina") is a popular resource for the local boating and sailing community; and

WHEREAS, complimenting the services provided at the Coyote Point Marina is the Coyote Point Yacht Club ("Yacht Club"), a private club that features a clubhouse with a kitchen and bar, lounge, expansive backyard with barbeque facilities, locker rooms, and parking lot ("Improvements"); and

WHEREAS, the Yacht Club's ground lease (the "Lease") with the County, as originally authorized by San Mateo County Resolution No. 24252 (September 16, 1967), granted the Yacht Club the right to occupy specified land adjacent to the Coyote Point Marina for 25 years and to construct the Improvements upon its leasehold; and

WHEREAS, per the Lease, the Improvements constructed by the Yacht Club are the Yacht Club's property, and do not automatically transfer to the County upon the Lease's termination or expiration; and

WHEREAS, the Lease has been amended by this Board three times to extend its term and modify certain other Lease provisions: first in 1997 to extend the Lease term to September 2011 (Resolution No. 57634); second in 2004 to extend the term of the Lease to September 15, 2024 and to (among other things) require the Yacht Club to make specified improvements to its clubhouse on the premises, as approved by the County, to comply with the Americans with Disability Act (Resolution No. 067048); and third in 2024 to extend the term of the Lease to August 1, 2025 and to grant the County the right to access the premises to inspect the premises and post notices (Resolution No. 080624); and

WHEREAS, the Parks Department ("Department") and Yacht Club now desire to amend the Lease for a fourth time to further extend the term of the Lease and to require ownership of the Yacht Club's Improvements to transfer to the County upon the Lease's termination/expiration, unless the County declines to accept such transfer; and

WHEREAS, the Fourth Amendment to the Lease (“Fourth Amendment”) would extend the term of the Lease to August 1, 2027, and provide for up to three (3) additional one-year extensions to be exercised upon mutual written agreement by the County and Yacht Club, such that the Lease could be extended to August 1, 2028, to August 1, 2029, and to August 1, 2030; and

WHEREAS, recognizing that Coyote Point’s eastern waterfront is underutilized and could be redeveloped to provide enhanced services to park visitors and the region, the County has communicated to the Yacht Club that it should not assume additional extensions of the Lease beyond August 1, 2027; and

WHEREAS, pursuant to the Fourth Amendment, upon expiration or earlier termination of the Lease, ownership of the Yacht Club’s Improvements on the premises would transfer to the County, at no cost to County, unless County provides written notification that it does not desire to accept such transfer; and

WHEREAS, if the County declines to accept the Improvements, the Yacht Club is contractually responsible for restoring the land to its natural condition at the Yacht Club’s sole cost and expense; and

WHEREAS, this Board has been presented with the Fourth Amendment and desires to execute said amendment.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that

- 1) The President of this Board of Supervisors shall execute the Fourth Amendment to Lease No. 5025 with the Coyote Point Yacht Club: (1) to extend the term of the Lease through August 1, 2027, with three (3) one-year options to further extend the Lease's term which are exercisable upon mutual written agreement by the parties, and (2) to transfer ownership of the tenant's improvements on the premises to the County upon the lease agreement's termination/expiration unless the County declines to accept such transfer; and
- 2) The County Executive Officer, or the County Executive Officer's Designee, is authorized to take any and all actions necessary to implement the intent of this Resolution, including by executing any and all documents, as reviewed and approved by the County Attorney, to effectuate the transfer of ownership of the tenant's improvements on the premises to the County.
