

LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT ("License" or "Agreement"), dated as of _____, 2017 is by and between the PENINSULA OPEN SPACE TRUST ("POST"), a California non-profit public benefit Corporation, and COUNTY OF SAN MATEO ("COUNTY"), a political subdivision of the State of California, with reference to the following facts and circumstances:

RECITALS

A. POST is under contract to acquire certain parcels of real property located within the unincorporated area of the County of San Mateo, State of California, commonly known as the V Trust Property ("Property") and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. POST entered into a contract to purchase the Property from its current owner pursuant to the terms of the real property purchase and sale agreement dated November 21, 2016, and amended March 30, 2017.

C. The Property is located south of Tunitas Creek and between the Pacific Ocean and State Route 1.

D. Should POST acquire the Property, POST desires that COUNTY manage the Property for the benefit of POST. In return for such services, COUNTY will receive the benefit of the ability to use and improve the Property for purposes consistent with COUNTY Parks Department mission.

E. POST and COUNTY agree to coordinate and collaborate on the designing of improvements to the Property as discussed herein.

F. POST is willing to license the Property to COUNTY, and COUNTY desires to license the Property from POST, upon the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, POST and COUNTY (collectively, the "Parties") hereby agree as follows:

1. License. In order for COUNTY to perform the Management Responsibilities (defined in Section 5 herein), POST does hereby grant a non-exclusive and revocable license to COUNTY to access, improve, and manage the Property in accordance with the terms outlined herein.
2. License Term. COUNTY's license to access, manage, and improve the Property and perform the Management Responsibilities shall commence on the date POST closes escrow on its acquisition of the Property ("Effective Date") and shall terminate at the earlier of (1) the transfer of the Property to the COUNTY, or (2) termination of the License, with or without

cause, by one hundred and eighty (180) days written notice of either Party to the other Party, unless the Parties mutually agree in writing to another termination date. POST shall give the COUNTY at least 10 business days' notice prior to its closing escrow on the acquisition of the Property.

3. Consideration. POST and COUNTY agree that the COUNTY's performance of its covenants and agreements contained herein (including, without limitation, those regarding maintenance and operation of the Property as protected open space) is fair and reasonable consideration for COUNTY's license to access, manage, and improve the Property.

4. POST's Representations, Warranties, and Covenants.

4.1 Organization. POST is duly organized and validly existing under the laws of the State of California.

4.2 Requisite Action. All requisite corporate action has been taken by POST in connection with POST's execution of this Agreement, and has been taken or will be taken in connection with the agreements, instruments or other documents to be executed by POST pursuant to this License in order to lawfully consummate the transactions contemplated here.

4.3 Title. Fee simple title to the Property is currently vested to The V Trust, Todd E. Gelfand, Trustee; however, POST is in contract to acquire fee simple title to the Property and upon the Effective Date POST shall be the fee title owner of the Property.

5. Management. During the term of this License and any extension thereof, COUNTY agrees to make all reasonable efforts to perform all of the following, which collectively are referred to as the "Management Responsibilities":

(a) use, manage, improve, operate, and maintain the Property for the purpose of open space and natural resource preservation so that the Property may eventually become part of the recreational and scenic resources of the San Mateo County Parks system;

(b) design, permit, and construct improvements that the COUNTY deems necessary or appropriate for the proper and safe management of the Property and the prevention of nuisance or harm, including but not limited to a public parking lot, restroom, and access path to Tunitas Creek Beach.

(c) install gates and appropriate signs and fencing as is necessary or appropriate for the protection, management, and use of the Property in accordance with Section 5(a) hereof and undertake such other steps as necessary or appropriate for effective access control and to preserve and enhance the Property's character and natural resources; and

(d) patrol and manage the Property, and secure future buildings and structures to the extent feasible, in a manner consistent with San Mateo County Parks policies and Ordinance Section 3.69 of the San Mateo County Code, a copy of which is attached hereto and incorporated herein as Exhibit B which, among other things, prohibits camping, littering, fires, alcoholic beverages, amplified music, fireworks, smoking, dogs,

and drones, and to discourage deleterious or incompatible uses of the Property. Should any trespass or other unauthorized use or activity occur upon the Property, COUNTY shall exercise its authority to correct these matters including, where necessary, enforcing applicable COUNTY regulations and ordinances or available laws on the Property in a reasonable and prudent manner. For all purposes under this Agreement, the Property shall be deemed to be property under the operation, control and management of COUNTY.

(e) manage parking activities on the Property, including but not limited to prevention of illegal parking on the Property.

6. Coordination. COUNTY shall coordinate with POST on a vision for improvements to the Property. Parties shall meet to discuss a feasible site plan for the Property. The site plan should consider the location of a possible well, parking lot, access trail, and ranger station. There is no commitment on behalf of the COUNTY that all identified improvements will be implemented during the term of the License. Each party agrees to designate a point of contact who will be responsible for coordinating project meetings and dispersing information. During the design process for any improvements, COUNTY shall give POST the opportunity to provide feedback; however, all improvements shall be designed in accordance with COUNTY policies and pertinent engineering standards.

7. Access. Nothing in this Agreement shall be construed to impose on COUNTY any obligation to alter public access to the Property until such time, in COUNTY'S reasonable discretion, it is determined that all necessary improvements have been completed and safe ingress and egress are provided over the Property to Tunitas Creek Beach. COUNTY and POST acknowledge that other regulatory agencies may have an impact on the timing or manner of public access on the Property and the Parties agree to cooperate to address any such impacts

(a) POST (together with its directors, officers, agents, employees, invitees and guests) may access the Property for any reason including but not limited to donor visits or for activities related to this Agreement subject to the provisions of Section 9.1 below. POST shall, as appropriate, inform the COUNTY of scheduled visits to the Property at least 5 business days in advance for the purpose of COUNTY coordination of patrol and operations.

8. Other Licenses: POST does not intend to enter into any other licenses for any other uses of the Property during the term of this License, but reserves the right to do so should POST determine it is in its best interest. POST may not enter into any such licenses, however, without the COUNTY's prior written consent, which shall not be unreasonably withheld after consideration of the terms of the proposed license, including, but not limited to, adequate hold-harmless, indemnity, or similar provisions.

9. Legal Responsibility and Indemnification.

9.1 COUNTY. During the term of the License, COUNTY assumes full legal responsibility for the management, condition, control, and operation of the Property owned by POST, including taking full responsibility for any legal or law enforcement matters arising out of trespass by former owners, former tenants, or other members of the public, the conditions thereof and for all activities conducted by COUNTY and its officers, directors, employees, agents and consultants thereon. COUNTY shall indemnify and hold POST harmless from, and defend POST and its officers, directors, employees,

agents and consultants (collectively with POST, "POST Indemnitees") against, any and all claims, costs, penalties, fines and/or liabilities for injury or damage to any persons or property whatsoever occurring during the term of the License in, on, or about the Property, except to the extent of any of the Indemnitees' negligence or willful misconduct, or to the extent arising out of the exercise of POST's rights to access the Property under this License.

9.2 POST. POST agrees to indemnify, defend and hold harmless COUNTY and members of the Board of Supervisor of the County of San Mateo, and the officers, agents, and employees of the County of San Mateo, individually and collectively against any and all claims or liabilities for injury or damage to persons or property occurring during the License Term in, on, or about the Property which arise out of or result from the negligence or willful misconduct of any POST Indemnitee. In the event of concurrent negligence, each Party will bear responsibility for its acts in proportion to its fault under the doctrine of comparative negligence.

9.3 Insurance. During the License Term and for at least one (1) year thereafter, the COUNTY will maintain sufficient insurance to cover its activities and responsibilities outlined herein, including the indemnification obligations set forth in Section 9.1 above, in no less than commercially reasonable amounts under commercially reasonable terms, and shall name POST as an additional insured. Notwithstanding the foregoing, POST understands and agrees that COUNTY may be self-insured with regard to COUNTY's activities and responsibilities under this License.

10. Compliance with Laws. In connection with all Management Obligations and otherwise under this Agreement, COUNTY shall comply with any and all federal, state, and local laws, statutes, codes, ordinances, regulations, rules, orders, permits, licenses, approvals and requirements applicable to the use and occupancy of the Property, and shall not commit and shall not knowingly permit others to commit waste upon the Property. Similarly, in its access of the Property or its grant of another license under Section 8 hereof, POST shall likewise comply with, and ensure any other licensee complies with, any and all federal, state, and local laws, statutes, codes, ordinances, regulations, rules, orders, permits, licenses, approvals and requirements applicable to its use and access of the Property, if any, and shall take measures to see that any directors, officers, employees, agents, guests and invitees of POST do not commit waste upon the Property. POST shall provide all necessary cooperation and assistance to County in order for County to obtain all governmental consents, approvals, permits, or variances required for improvements to the Property.

11. Maintenance and Utilities. During the License Term, COUNTY shall not use nor permit the Property to be used for any purpose except as expressly provided in this License. COUNTY shall promptly pay and/or discharge any liens that may be recorded against the Property resulting from any work performed or materials ordered by or on behalf of COUNTY.

12. Assignment. COUNTY may not assign or transfer this License to any other party without the prior written consent of POST, which consent shall not be unreasonably withheld or delayed (provided adequate information concerning assignee is submitted to POST). Any such approved assignee must agree to expressly assume in writing COUNTY's obligations and liabilities hereunder and must be otherwise qualified to assume the duties and obligations stated herein. In the event of any such assignment, COUNTY shall remain liable for the performance of all of COUNTY's obligations under this License, except if and to the extent such obligations are released in writing by POST, which POST may decide in its sole and absolute discretion.

13. Surrender of Property. Unless the License terminates due to transfer of the Property to COUNTY, COUNTY shall surrender the Property upon termination of the License in substantially the same condition as it was in upon the Effective Date, except for any changes to such condition authorized under this Agreement, or as a result of any casualty, natural occurrence, or condemnation.

14. Miscellaneous Provisions.

14.1 Invalidity. If any term or provision of this License or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, shall not be affected.

14.2 Successors and Assigns. Subject to the limitations set forth above, the terms, conditions and covenants of this License shall be binding upon and shall inure to the benefit of each of the Parties and their respective heirs, personal representatives, successors or assigns, and shall run with the land.

14.3 Writing. No waivers, amendments, alterations or modifications of this License, or any agreements in connection with this License, shall be valid unless in writing and duly executed by both POST and COUNTY or their respective successors-in-interest.

14.4 Construction. The captions appearing in this License are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraphs of this License or in any way affect this License. Any gender used shall be deemed to refer to any other gender more grammatically applicable to the Party to whom such use of gender relates. The use of singular shall be deemed to include the plural and, conversely, the plural shall be deemed to include the singular.

14.5 Notices. Any notice, demand, or request required hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) telephonic facsimile transmission; (c) nationally recognized overnight commercial mail service; (d) registered or certified, first class U.S. mail, return receipt requested; or (e) electronic mail, in each case, addressed as provided below.

If intended for COUNTY, addressed as follows:

COUNTY OF SAN MATEO
Parks Department
455 County Center, 4th Floor
Redwood City, CA 94063
Attn: Sarah Birkeland, Director
TEL: (650) 363-4020
FAX: (650) 599-1721

Email: sbirkeland@smcgov.org, Director

If intended for POST, addressed as follows:

Peninsula Open Space Trust
222 High Street
Palo Alto, CA 94301
Attn: Walter Moore, President
TEL: (650) 853-7696
FAX: (650) 854-7703
Email: tjang@openspacetrust.org, Stewardship Associate

Such addresses may be changed by either Party by notice to the other Party given in the same manner as above provided. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or upon dispatch by electronic transmission (provided, however, that a dispatch by facsimile transmission that occurs on any day other than a business day or after 5:00 p.m. Pacific time shall not be deemed received until 9:00 a.m. Pacific time on the next business day). Any notice, demand, or request sent pursuant to clause (c) above shall be deemed received on the business day immediately following deposit with the commercial mail service and, if sent pursuant to clause (d) above shall be deemed received forty-eight (48) hours following deposit in the U.S. mail.

14.6 Authority to Sign. The parties executing this License on behalf of POST and COUNTY represent that they have authority and power to sign this License on behalf of POST and COUNTY, respectively.

14.7 Choice of Laws and Venue. This License shall be governed by and construed pursuant to the laws of the State of California, without regard to choice of law rules, and any suit arising out of this Agreement shall be venued in the County of San Mateo.

14.8 Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained nor shall any custom or practice that may arise between the Parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of POST or COUNTY to insist upon the performance by COUNTY or POST in accordance with said terms.

14.9 Time. Time is of the essence with respect to the performance of every provision of this License in which time of performance is a factor.

14.10 Prior Agreements. This License contains all of the agreements of the Parties with respect to any matter covered or mentioned in this License, and no prior agreement or understanding between the Parties pertaining to any such matter shall be effective for any purpose.

POST AND COUNTY, by their execution below, hereby indicate their consent to the terms of this License and Management Agreement.

For POST:

PENINSULA OPEN SPACE TRUST,
a California non-profit public benefit corporation

By: Walter T. Moore
Walter T. Moore, President

Date: Sept. 5, 2017

For COUNTY:

SAN MATEO COUNTY,
a political subdivision of the State of California

APPROVED AS TO FORM:

By: _____
_____, Deputy County Counsel

APPROVED AND ACCEPTED:

By: _____

Date: _____

ATTEST:

By: _____
_____, County Clerk

Date: _____

EXHIBIT "A"

EXHIBIT A

The land referred to is situated in the unincorporated area of the County of San Mateo, State of California, and is described as follows:

PARCEL ONE:

Portion of the San Gregorio Rancho, more particularly described as follows:

Beginning at the old bridge on Tunitas Creek near Morrison's and from an Alder tree marked for corner on the South side of said creek; running thence along the Old County Road to-wit: South 65° West 4.40 chains; thence South 52° West 2 chains; thence South 1° West 2.50 chains; thence South 45° West 2 chains; thence South 63° West 2.79 chains; thence South 27° West 4.32 chains; thence South 30° West 3.50 chains; thence South 50° West 4 chains; thence North 83° 30' West 8.50 chains, more or less, to the beach; thence along the beach, North 6° East 10.80 chains to the mouth of Tunitas Creek; thence up said creek to place of beginning.

EXCEPTING THEREFROM so much of the herein described property as lies Easterly of the Westerly boundary of the new State Highway described in Deed to State of California, from Sybil U. Easterday Paulsen, formerly Sybil U. Easterday, dated March 19, 1942 and recorded June 5, 1942 in Book 1022 of Official records of San Mateo County at Page 132 (55126-E).

ALSO EXCEPTING THEREFROM any portion of the herein described property lying Westerly of the ordinary high water mark.

ALSO EXCEPTING THEREFROM that portion described in the Deed from George Chalfant to the State of California, dated March 8, 1954 and recorded April 15, 1954 in Book 2567 of Official records of San Mateo County at Page 473 (49920-L).

ALSO EXCEPTING THEREFROM the following described property:

Beginning at the Southeasterly corner of the lands described in the Deed from George Chalfant to Guy W. Meek and wife, dated April 7, 1958 and recorded April 8, 1958 in Book 3374, Page 394 of Official records of San Mateo County (32631-Q); thence from said point of beginning North 43° 00' West 195.00 feet to the true point of beginning of the lands to be described herein; thence from said true point of beginning, North 83° 30' West 208.7 feet; thence North 6° 30' East 208.7 feet; thence South 83° 30' East 208.7 feet; thence South 6° 30' West 208.7 feet to the true point of beginning.

APN: 081-060-020

JPN: 081-006-060-02

PARCEL TWO-A:

Beginning at the Southeasterly corner of the lands described in the Deed from George Chalfant to Guy W. Meek and wife, dated April 7, 1958 and recorded April 8, 1958 in Book 3374 of

Official Records at Page 394 (File No. 32631-Q), records of San Mateo County, California; thence from said point of beginning North 43° 00' West 195.00 feet to the true point of beginning of the lands described herein; thence from said true point of beginning, North 83° 00' West 208.7 feet; thence North 6° 30' East 208.7 feet; thence South 83° 30' East 208.7 feet; thence South 6° 30' West 208.7 feet to the true point of beginning.

PARCEL TWO-B:

A non-exclusive easement appurtenant to Parcel Two-A above for ingress and egress and public utilities over a strip of land in width lying equally on each side of the following described center line:

Beginning at a point on the Northerly boundary of the hereinabove described Parcel Two-A, distant thereon North 83° 30' West 60 feet from the Northeasterly corner of said lands; running thence from said point of beginning Easterly and Southerly along the arc of a curve to the right, tangent to a line bearing North 39° East, having a radius of 45 feet; a central angle of 152° 12' 40" an arc distance of 119.55 feet; thence running South 11° 12' 40" West 77.78 feet; thence Southerly and Southeasterly along the arc of a curve to the left, tangent to the last mentioned course, having a radius of 220 feet and a central angle of 22° 20' 40" for an arc distance of 85.92 feet; thence continuing Southeasterly along the arc of a compound curve to the left, having a radius of 130 feet and a central angle of 33° 30' for an arc distance of 76.01 feet; thence South 44° 40' East 112 feet to the Northwesterly line of Cabrillo Highway.

APN: 081-060-030

JPN: 081-006-060-03

PARCEL THREE:

Beginning at a point where the center line of Tunitas Creek is intersected by the center line of the County Highway running thence from Tunitas to San Gregorio, at Engineer's Station 42 plus 85, as shown on the Map of a portion of the San Mateo County Highways, Route 3, Division 2, Section 1; thence from said point of beginning and running along the center line of said County Highway, in a general Southerly direction, toward San Gregorio to a point where said center line is intersected by the Southwesterly line of that certain 64.6 acre tract described in Deed from Levy Bros to Antoine Borel, recorded January 23, 1904 in Book 99 of Deeds at Page 538, records of San Mateo County, California, said Southwesterly line of said 64.6 acre tract being described in said Deed as bearing North 73° West, a distance of 11 chains; thence from said point of intersection, as shown on the above mentioned Map of a portion of San Mateo County Highways and running along said Southwesterly line of above mentioned 64.6 acre tract, down a gulch to the ocean beach; thence on and along said ocean beach, in a Northerly direction to the Southwesterly corner of that certain 16 acre tract described in Deed from Levy Bros. to Sybil Unis Easterday, recorded May 5, 1903 in Book 104 of Deeds at Page 356, records of San Mateo County, California; thence along the boundary line of said 16 acre tract, South 83° 30' East 8.50 chains, North 50° East 4 chains, North 30° East 3.50 chains, North 27° East 4.32 chains, North 63° East 2.79 chains, North 45° East 2 chains, North 1° East 2.50 chains, North 52° East 2 chains, North 65° East 4.40 chains, to an alder tree marked for corner on the South side of Tunitas Creek at the old bridge near Morrisons; thence up said creek to the point of beginning.

EXCEPTING THEREFROM the lands described in the following Deeds from Schilling Estate Company, to the State of California. (a) Dated January 14, 1942 and recorded May 14, 1942 in Book 1018 of Official Records at Page 136 (File No. 53373-E), records of San Mateo County, California. (b) dated January 14, 1942 and recorded May 14, 1942 in Book 1013 of Official Records at Page 441 (File No. 53374-E), records of San Mateo County, California.

ALSO EXCEPTING THEREFROM any portion of the herein described property lying Westerly of the ordinary high water mark of the Pacific Ocean.

ALSO EXCEPTING THEREFROM any portion of the herein described property lying Westerly of the Westerly line of the San Gregorio Rancho.

Parcel Three herein pursuant to that certain Certificate of Compliance recorded November 20, 1998 as Instrument No. 98-192390, records of San Mateo County, California.

APN: 081-060-130

JPN: 081-006-060-04 & 081-006-060-05

EXHIBIT "B"

ORDINANCE NO. .
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

* * * * *

**AN ORDINANCE ADDING SECTION 3.69 TO THE SAN MATEO COUNTY CODE,
RESPECTING TUNITAS CREEK BEACH**

- **3.69.010 - Violations, a misdemeanor.**

Any violation of any of the provisions of this Chapter 3.69, or any failure to comply with any of the mandatory requirements of this Chapter 3.69, shall be a misdemeanor.

- **3.69.020 - Exceptions.**

The provisions of this ordinance shall not apply to the following:

(a) the fee owners of the property described in Section 3.69.030(c), their tenants, invitees and guests; and

(b) employees of the San Mateo County Parks and Recreation Department or other public officials or San Mateo County concessionaires acting within the scope of their authorized duties or authorized concession activities. However, County employees, public officials and concessionaires and their employees shall abide by the laws of the State of California and all applicable County and/or municipal ordinances.

- **3.69.030 - Definitions.**

(a) Words used in this chapter shall have the meanings given them under Section 3.68.030 of this Code, unless separately defined herein.

(b) "Beach" shall mean the shore of the Pacific Ocean within the Tunitas Creek Beach property.

(c) "Tunitas Creek Beach" shall mean all that area situated in the unincorporated territory of the County of San Mateo, State of California, that is part of the Rancho San Gregorio west of Highway 1 at Tunitas Creek Road, historically known as Tunitas Creek Beach, and more particularly described as follows: All that certain area of land lying westerly of State Highway Route No. 1, from a northerly point due west of Postmile 21.3 to a southerly point due west of Postmile 20.2, and all hiking and riding trails thereto, and all portions of the Tunitas Creek riparian corridor within the State of California right-of-way for Highway 1.

- **3.69.040 - Camping regulations.**

No overnight camping shall be permitted at any time on Tunitas Creek Beach.

- **3.69.050 - Fires.**

No person shall light, build, use or maintain a fire at any time within Tunitas Creek Beach.

- **3.69.060 - General protective regulations.**

(a) Vegetative. No person shall willfully or negligently pick, dig up, cut, mutilate, destroy, injure, disturb, move, molest, burn, carry away, collect or gather any tree or plant or portion thereof, including but not limited to leaf mold, flowers, foliage, berries, fruit, grass, turf, humus, shrubs, cones, ferns, mushrooms and dead wood in Tunitas Creek Beach. Nothing in this section shall prevent the taking of any tree or plant or portion thereof, including but not limited to leaf mold, flowers, foliage, berries, fruit, grass, turf, humus, shrubs, cones, ferns, mushrooms and dead wood at Tunitas Creek Beach by scientific permit from the San Mateo County Parks and Recreation Department for the areas under its jurisdiction.

(b) Vandalism (Property). No person shall disturb, destroy, remove, deface or injure any property at Tunitas Creek Beach. No person shall cut, carve, paint, mark, paste, or fasten on any tree, fence, wall, building, monument or other property Tunitas Creek Beach, or hiking and riding trail thereto, any advertisement, sign or inscription.

(c) Littering. No person shall place or throw bottles, broken glass, crockery, ashes, waste paper, cans or any decaying or putrid matter or other rubbish at Tunitas Creek Beach, and no person shall import or deposit any rubbish into or at Tunitas Creek Beach or any hiking and riding trail thereto.. No person shall transport or dump any rock, rubble, dirt, sand, fill or other similar material into or at Tunitas Creek Beach except pursuant to a permit issued by the County of San Mateo.

(d) Reserves and Preserves. All geological and archeological features, plants and animals (dead or alive) are protected and any taking is prohibited except the taking of such plants and animals as are permitted by regulations specific to the area.

(e) Watershed Protection. No person shall contaminate in any way whatsoever any watershed or water supply at Tunitas Creek Beach, or shall deposit any urine or fecal material anywhere at Tunitas Creek Beach.

(f) Water Quality Protection. No person shall wash clothing or cooking utensils, bathe in, or in any other manner pollute the waters at Tunitas Creek Beach.

(g) Geological Features Protection. No person shall destroy, disturb, mutilate or remove earth, sand, gravel, oil, minerals, rocks, or features of caves, or lay, or set off any explosive material or cause to be done or assist in doing any of these things at Tunitas Creek Beach except by permit issued by the County of San Mateo.

(h) Protection of Historical Features. No person shall remove, injure, disfigure, deface or destroy any object of paleontological, archaeological, or historical interest or value at Tunitas Creek Beach or any hiking and riding trail thereto nor shall any person engage in any excavation for said objects without first receiving written permission from the Director, or his/her representatives.

(i) Domestic Animals. No dogs, cats, fowl or other domesticated animals shall be permitted to at any time to enter or go at large at Tunitas Creek Beach. Nothing in this section shall prohibit a guide dog under the control of a person with a vision or hearing impairment or "police dog" under the control of a peace officer from entering at Tunitas Creek Beach. No person shall release any captured wild animal at Tunitas Creek Beach except authorized public officials pursuant to their duties.

(j) Abandoned Animals. No person shall abandon a dog, cat, fowl or other animal at Tunitas Creek Beach.

(k) Wildlife. Tunitas Creek Beach is a sanctuary for wildlife. No person shall feed, approach, disturb, frighten, hunt, trap, capture, wound, kill, or disturb the natural habitat of, any wild bird, mammal, reptile, fish, amphibian or invertebrate at Tunitas Creek Beach. This prohibition shall not apply to the following:

(1) Action taken by public officials or their employees or agents, within the scope of their authorized duties, to protect the public health and safety.

(2) The taking of fish as permitted by State Fish and Game Regulations.

(3) The capturing and/or taking of wildlife for scientific research purposes when done with a permit issued by the County of San Mateo.

(l) Firearms and Dangerous Weapons. No person shall have in the person's possession at Tunitas Creek Beach, and no person shall fire or discharge, or cause to be fired or discharged, across, in, or into any portion of Tunitas Creek Beach, any gun or firearm, spear, bow and arrow, cross bow, slingshot, air or gas weapon or any other dangerous weapon.

(m) Loitering After Closing Time. No person shall remain at Tunitas Creek Beach after the posted closing time.

(n) Alcoholic Beverages. No person shall possess or consume any form of alcoholic beverages at Tunitas Creek Beach.

(o) Private Operations. It shall be unlawful for any person to solicit, sell or peddle any liquids or edibles for human consumption or to distribute circulars or to hawk, peddle or vend any goods, wares or merchandise of any kind at Tunitas Creek Beach, except upon specific concession or permit issued by the County of San Mateo.

(p) Commercial Filming. No person shall operate a still, motion picture, video or other camera for commercial purposes at Tunitas Creek Beach, except pursuant to a valid written permit from the County authorizing such activity. This section shall not apply to the commercial operation of cameras as part of the bona fide reporting of news.

(q) Closed Areas. No person shall enter any road, trail or area at Tunitas Creek Beach that is posted as closed or restricted without permission from the County Parks and Recreation Director.

- **3.69.070 - Motor vehicles.**

No person shall operate any motor vehicle at Tunitas Creek Beach except upon established paved roads or other established paved areas specifically designated and maintained for normal ingress,

egress, and parking. This section shall not apply to any emergency or County vehicle, physically handicapped persons operating wheelchairs or similar devices, or to any person acting in compliance with the directions of a Park Ranger or Peace Officer.

- **3.69.080 - Parking.**

No person shall park any motor vehicle at Tunitas Creek Beach, except upon areas designated by the County for parking. No person shall park a motor vehicle, except an authorized emergency vehicle, or when in compliance with the directions of a Peace Officer or Park Ranger, in any of the following places:

- (a) In areas where prohibited by "NO PARKING" signs.
- (b) On any fire trail, road or access.
- (c) On any equestrian or hiking trail. Blocking or obstructing any gate, entrance or exit.
- (d) On any beach.
- (e) In such a manner as to take up more than one "Marked" space in any authorized parking area.
- (f) In any area where such vehicle blocks or obstructs the free flow of traffic. Within 15 feet of a fire hydrant.
- (g) Adjacent to any curb painted red.

- **3.69.090 - Operation of bicycles; violation.**

(a) No person shall operate a bicycle at Tunitas Creek Beach.

(b) Notwithstanding section 3.69.010 of this Ordinance Code, a violation of the provisions of this section shall be an infraction. Any person to whom a citation is issued for a violation of this section 3.69.090 shall be subject to a fine of Fifty Dollars (\$50) for a first violation within a period of one year; One Hundred Dollars (\$100) for a second violation within a period of one year; and Three Hundred Dollars (\$300) for each additional violation within a period of one year.

- **3.69.100 - Noise.**

(a) Declaration of Noise Policy. It is the County's policy to prohibit unnecessary, excessive, and annoying noises at Tunitas Creek Beach. At excessive levels, noises are detrimental to the health and welfare of persons using at Tunitas Creek Beach, and it is in the public interest to proscribe such noises.

(b) Sound Amplifying Equipment. It shall be unlawful for any person to operate any sound amplifying equipment as defined in section 3.68.030(k) at Tunitas Creek Beach.

(c) Peace and Quiet. It shall be unlawful for any person at Tunitas Creek Beach to use or operate any radio receiving set, musical instrument, machine or device for producing or reproducing sound or any device which produces noise in such a manner as to disturb the reasonable peace, quiet and comfort of persons using Tunitas Creek Beach.

- **3.69.110 - Dangerous activities.**

No person shall engage in any of the following activities at Tunitas Creek Beach or upon any hiking or riding trail thereto, and in no case shall any person engage in any activity or operate any device recklessly or negligently so as to endanger the life, limb or property of any person:

1. Use or possess fireworks of any kind.
2. Drive, chip, or in any other manner play or practice golf, or hit golf balls.
3. Operate self-propelled model airplanes, aircraft, helicopters, quadcopters, boats, automobiles, or other unmanned or model craft of any kind or description.
4. Throw, release, or discharge missiles, rockets, or similar projectiles.
5. Hang-glide or parachute.
6. Operate any gas or hot air balloon (other than a toy balloon).

- **3.69.120 - Beaches and swimming areas.**

No person shall launch any vessel with motor or capable of carrying a motor at Tunitas Creek Beach.

- **3.69.130 – Smoking prohibited.**

No person shall engage in smoking, as defined by Chapter 4.96 of this Code, at Tunitas Creek Beach.