



February 25, 2015

Walter Moore, President
Peninsula Open Space Trust
222 High Street
Palo Alto, CA 94301

Subject: Designation of Conservancy Manager/Grant Agreement No. 14-048

Walter
Dear Mr. Moore:

The agreement mentioned above requires that I name someone to serve as the Executive Officer's designee. I have selected Janet Diehl for this role.

I have enclosed a signed copy of the agreement. I look forward to our continued work together on this project.

Sincerely,

Sam
Samuel Schuchat
Executive Officer

SS:rr

Enclosure

EC
EC

1330 Broadway, 13th Floor
Oakland, California 94612-2512
510-286-1015 Fax: 510-286-0470

STANDARD AGREEMENT

Std. 2 (Grant - Rev 08/08)

AGREEMENT NUMBER 14-048	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 94-2392007	

THIS AGREEMENT, made and entered into this 18th day of February, 2015,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE

AGENCY

Executive Officer

State Coastal Conservancy

, hereafter called the Conservancy, and

GRANTEE'S NAME

Peninsula Open Space Trust

, hereafter called the Grantee.

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:

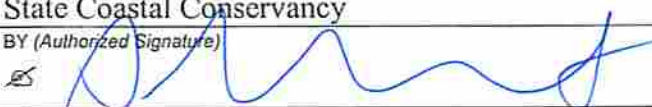
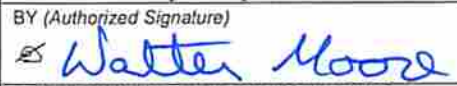
SCOPE OF AGREEMENT


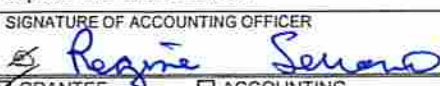
Pursuant to Chapters 9 and 4.5 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the Peninsula Open Space Trust ("the grantee") a sum not to exceed \$450,000 (four hundred fifty thousand dollars), subject to this agreement. The grantee shall use these funds to acquire real property ("the real property") known as the Thompson property, located in the County of San Mateo, State of California (County Assessor's Parcel No. 047-300-120), and depicted in Exhibit 1, which is incorporated by reference and attached.

(Continued on following pages)

The provisions on the following pages constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		GRANTEE	
AGENCY State Coastal Conservancy	GRANTEE (if other than an individual, state whether a corporation, partnership, etc.) Peninsula Open Space Trust		
BY (Authorized Signature) 	BY (Authorized Signature) 		
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Walter Moore, President		
ADDRESS & PHONE NUMBER 1330 Broadway, 13 th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS 222 High Street Palo Alto, CA 94301 Phone: (650) 854-7696		

AMOUNT ENCUMBERED BY THIS DOCUMENT \$450,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay (OPTIONAL USE) Pillar Point Bluff (Thompson) Acquisition	FUND TITLE Safe Drinking Water, Water Quality and Supply,...(Prop 84)	I certify that this agreement is exempt from Department of General Services' approval.  Erinda Corpuz Contracts Manager		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	ITEM 3760-301-6051(1)(G) Reap. by Ch. 21/12	CHAPTER 1XXX		STATUTE 2009	FISCAL YEAR 09/10
TOTAL AMOUNT ENCUMBERED TO DATE \$450,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) Access				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER 		DATE 02/18/15			
<input checked="" type="checkbox"/> GRANTEE <input type="checkbox"/> ACCOUNTING <input checked="" type="checkbox"/> PROJECT MANAGER		<input type="checkbox"/> CONTROLLER <input type="checkbox"/> STATE AGENCY			

SCOPE OF AGREEMENT (Continued)

The real property is being acquired for public access, habitat preservation and open space protection ("the acquisition purposes").

The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the acquisition of the real property.

CONDITIONS PRECEDENT TO ACQUISITION AND DISBURSEMENT

The grantee shall not acquire the real property and the Conservancy shall not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The board of directors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy ("the Executive Officer") has reviewed and approved in writing:
 - a. All title and acquisition documents pertaining to acquisition of the real property, including, without limitation, an appraisal, a preliminary title report, agreement for purchase and sale, escrow instructions, environmental documentation or hazardous materials assessment, baseline conditions report, monitoring program, and intended instruments of conveyance.
 - b. A plan for the installation of signs on the real property and acknowledgment of Conservancy support as provided in the "SIGNS AND ACKNOWLEDGMENT" section, below.
 - c. A signed and acknowledged Irrevocable Offer to Dedicate Title in Fee and Declaration of Restrictive Covenants, deed restriction, or other instrument, approved by the Executive Officer, that serves to permanently dedicate the property for the acquisition purposes. This instrument shall be recorded concurrently with the instrument conveying title to the real property to the grantee.
 - d. A baseline report identifying the conditions and circumstances of the real property as relevant to the acquisition purposes as of the date of acquisition.
 - e. A monitoring and reporting program, that, at a minimum, details a monitoring protocol, and requires the grantee to inspect and document, in a monitoring report, the condition and circumstances of the real property every five years in order to demonstrate ongoing

CONDITIONS PRECEDENT TO ACQUISITION AND DISBURSEMENT (Continued)

compliance with the acquisition purposes. The program shall require the grantee to submit these monitoring reports to the Conservancy.

3. The purchase price of any interest in land purchased under this agreement may not exceed fair market value as established by the approved appraisal.

ADDITIONAL GRANT CONDITION

The grantee shall also meet the following condition:

1. On request of the Conservancy, the grantee shall permit alignment, designation or development of a segment of the California Coastal Trail on the real property and, through an instrument acceptable to the Executive Officer, shall permanently dedicate the necessary portion of the real property for use as a segment of the California Coastal Trail, as aligned.

COSTS AND DISBURSEMENTS

When the Conservancy determines that all "CONDITIONS PRECEDENT TO ACQUISITION AND DISBURSEMENT" have been fully met, the Conservancy shall disburse funds, not to exceed the amount of this grant, as follows:

The purchase price, plus closing costs consisting of escrow, recording and title insurance fees, to the extent not included in the purchase price, shall be disbursed directly into an escrow account established for the acquisition.

The grantee shall request disbursement for the acquisition by sending a letter to the Conservancy. The grantee shall include in the letter the name and address of the grantee, the number of this agreement, the date, the amount to be disbursed, and a description of the items for which disbursement is requested. Additionally, the letter shall include the name, address and telephone number of the title company or escrow holder and the escrow account number to which the funds will be disbursed. The letter shall be signed by an authorized representative of the grantee. Failure to send the required letter will relieve the Conservancy of its obligation to disburse funds.

TERM OF AGREEMENT

This agreement shall take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in "CONDITIONS PRECEDENT TO

TERM OF AGREEMENT (Continued)

ACQUISITION AND DISBURSEMENT” section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

The term of this agreement shall run from its effective date through September 1, 2035 (“the termination date”), or until conveyance of the property into public ownership with the written consent of the Conservancy.

COMPLETION DATE

The grantee shall complete acquisition of the real property no later than September 25, 2015 (“the completion date”).

Prior to the completion date, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

If the Conservancy terminates prior to the completion date, the grantee shall take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate, but only up to the unpaid balance of funding authorized in this agreement.

AUTHORIZATION

The signature of the Executive Officer on the first page of this agreement certifies that at its January 29, 2015 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 2. This agreement is executed under that authorization.

Standard Provisions

**ESSENTIAL PROVISIONS OF OFFER TO DEDICATE TITLE IN FEE AND
DECLARATION OF RESTRICTIVE COVENANTS**

The Irrevocable Offer to Dedicate Title in Fee by which the grantee permanently dedicates the property for public or conservation purposes shall include the following essential provisions:

1. The real property was acquired by the grantee with a grant of funds from the State Coastal Conservancy, an agency of the State of California, for the purpose of public access, habitat preservation and open space protection, and no use of the real property inconsistent with that purpose is permitted.

Mitigation. Without the written permission of the Executive Officer, the grantee shall not use or allow the use of any portion of the real property for mitigation (in other words, to compensate for adverse changes to the environment elsewhere). In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property be remitted promptly to the Conservancy.

2. The real property (including any portion of it or any interest in it) may not be used as security for any debt without the written approval of the State of California, acting through the Executive Officer of the Conservancy, or its successor.
3. The real property (including any portion of it or any interest in it) may not be transferred without the approval of the State of California, through the Executive Officer of the Conservancy, or its successor.
4. The grantee is obligated to use, monitor, manage, operate and maintain the real property as described in the "USE, MONITORING, MANAGEMENT, OPERATION AND MAINTENANCE" section of California State Coastal Conservancy Grant Agreement No. 14-048, as it may be amended from time to time.
5. The Conservancy shall have reasonable access to the real property to monitor compliance with the essential provisions stated above.
6. If the existence of the grantee ceases for any reason or if any of the essential provisions stated above are violated, all of the grantee's right, title and interest in the real property shall automatically vest in the State of California for the benefit of the Conservancy or its successor, upon acceptance of the real property and approval of the State Public Works Board. However, the State, through the Executive Officer of the Conservancy, or its successor, may designate another public agency or a nonprofit organization to accept the

**ESSENTIAL PROVISIONS OF OFFER TO DEDICATE TITLE IN FEE AND
DECLARATION OF RESTRICTIVE COVENANTS** (Continued)

right, title and interest, in which case vesting shall be in that agency or organization rather than in the State.

7. If the real property is under threat of condemnation or has been condemned, the offeror shall promptly notify the Conservancy in writing, and shall use its best efforts to obtain the maximum compensation possible. Upon receiving condemnation proceeds, the offeror shall promptly pay to the Conservancy a percentage of the condemnation proceeds equivalent to the percentage of the total acquisition cost originally contributed by the Conservancy.

If the Conservancy or its designee (an "accepting party") accepts the offer due to threat of condemnation and receives proceeds following condemnation, the accepting party shall distribute a proportionate share to the offeror. If an accepting party accepts the OTD due to threat of condemnation, and condemnation does not occur, then the accepting party shall either reconvey the real property to the offeror or pay to the offeror the amount of the offeror's contribution to the original acquisition, unless the accepting party and the offeror agree otherwise.

As used in this section, "condemnation" means a permanent taking through the exercise of any government power (by legal proceedings or otherwise) by any party having the right of eminent domain ("condemnor"); or through a voluntary sale or transfer by the offeror to any condemnor, either under threat of exercise of eminent domain by a condemnor or while legal proceedings for eminent domain are pending.

8. Notwithstanding any other provision of the offer, the Conservancy may use any remedy available in law or equity to enforce the covenants and restrictions contained in the offer.
9. The offer is irrevocable. The instrument irrevocably conditions or restricts the use of the property in perpetuity and is binding on the grantee's successors, successors-in-interest, and assigns.

SIGNS AND ACKNOWLEDGEMENT

Prior to acquiring the real property, the grantee shall submit a plan to the Executive Officer for the installation of signs on the real property and acknowledgment of Conservancy support. Except as the Executive Officer agrees otherwise, the plan shall commit the grantee to mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

SIGNS AND ACKNOWLEDGEMENT (Continued)

The grantee shall install and maintain one or more signs visible from the nearest public roadway identifying the real property, acknowledging Conservancy assistance and displaying the Conservancy's logo, and directing the public to the real property. The Conservancy shall provide to the grantee specifications for the signs. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. In addition to signs acknowledging Conservancy assistance, the grantee shall install and maintain California Coastal Trail emblems on the real property. Emblem locations shall be determined by the grantee in consultation with the Conservancy. The grantee shall submit plans describing the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method.

USE, MONITORING, MANAGEMENT, OPERATION AND MAINTENANCE

The grantee shall use, monitor, manage, operate and maintain the real property in a manner consistent with the acquisition purposes and the monitoring and reporting program. The grantee assumes all monitoring, management, operation and maintenance costs associated with the real property, including the cost of ordinary repairs and replacements of a recurring nature, and costs of enforcement of regulations. The Conservancy shall not be liable for any costs of monitoring, management, operation or maintenance. The grantee shall refrain from developing or otherwise using any other property it owns or controls near the real property in a manner that interferes with or inconveniences the use, monitoring, management, operation or maintenance of the real property or detracts from the acquisition purposes. The grantee may be excused from its obligations for monitoring, management, operation and maintenance only upon the written approval of the Executive Officer of the Conservancy or its successor.

Mitigation. Without the written permission of the Executive Officer, the grantee shall not use or allow the use of any portion of the real property for mitigation (in other words, to compensate for adverse changes to the environment elsewhere). In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy.

INSPECTION

Throughout the term of this agreement, the Conservancy shall have the right to inspect the real property to ascertain compliance with this agreement.

INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs, including, without limitation litigation costs and attorneys fees resulting from, growing out of, or in any way connected with or incident to this agreement, except for active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the acquisition, use, management, operation and maintenance of the real property. The grantee shall maintain adequate supporting records in a manner that permits tracing of transactions from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the records related to the acquisition for three years following the date of final disbursement for the acquisition by the Conservancy. All other records shall be retained by the grantee for three years following the later of final payment and the final year to which the records pertain. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

NONDISCRIMINATION CLAUSE

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, or military and veteran status (Government Code section 12940). The grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code section 11135, the grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this agreement.

Pursuant to Government Code section 12990, the grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

This agreement is funded in whole or in part with funds from the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006" ("Proposition 84"). Section 75075 of the Public Resources Code imposes on a body awarding

NONDISCRIMINATION CLAUSE (Continued)

any contract for a public works project financed in any part with Proposition 84 funds responsibility for adoption and enforcement of a "labor compliance program" under Labor Code section 1771.5(b). Regulations implementing Section 1771.5(b) include Title 8, California Code of Regulations, Division 1, Chapter 8, Subchapter 4.

The grantee shall review applicable statutory provisions and the regulations adopted under the provisions and the information available on the Department of Industrial Relations website (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>) to determine its responsibilities. The grantee may also review the Conservancy publication, Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (January 2015), available from the Conservancy on request, for additional information.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of the grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

ASSIGNMENT

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

AMENDMENT

No change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

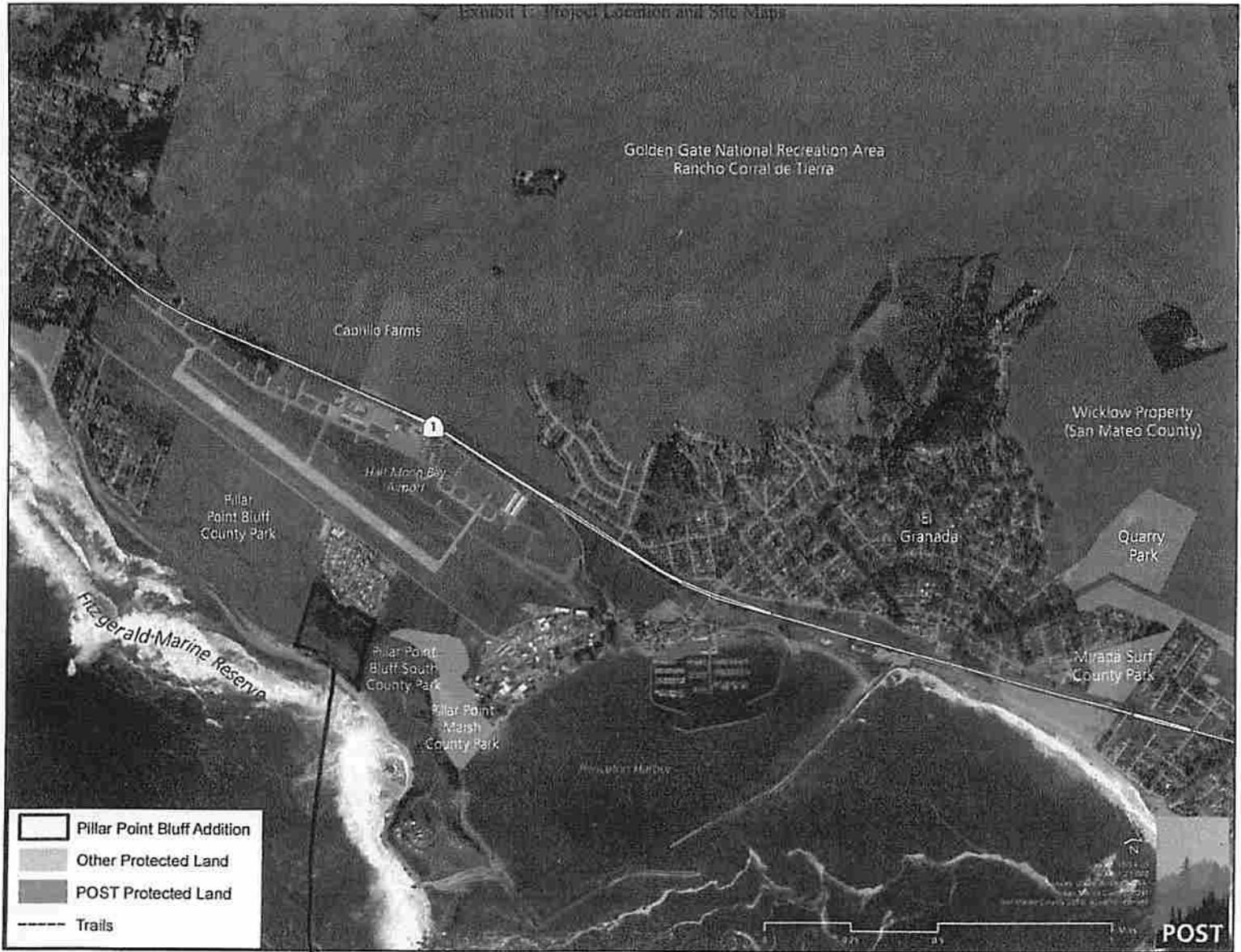
LOCUS

This agreement is deemed to be entered into in the County of Alameda.

SURVIVAL

The obligations in the USE, MONITORING, MANAGEMENT, OPERATION, AND MAINTENANCE section of this agreement and the obligations in the INDEMNIFICATION AND HOLD HARMLESS section of this agreement shall survive the termination of this agreement. However, if the Conservancy consents to a conveyance of the property from the grantee to a public entity, then the grantee shall be released from the effect of these sections as they pertain to events occurring after the conveyance.

Exhibit 1: Project Location and Site Maps



Thompson Property

Exhibit 1: Project Location and Site Maps



Thompson Property

COASTAL CONSERVANCY

Staff Recommendation
January 29, 2015

PILLAR POINT BLUFF (THOMPSON) ACQUISITION

Project No. 14-049-01
Project Manager: Janet Diehl

RECOMMENDED ACTION: Authorization to disburse up to \$450,000 to the Peninsula Open Space Trust to acquire the 21-acre Thompson property on Pillar Point Bluff, just north of Half Moon Bay in San Mateo County, to provide public access and preserve the property's natural resources.

LOCATION: Pillar Point Bluff, just north of Half Moon Bay, San Mateo County

PROGRAM CATEGORY: Public Access; San Francisco Bay Conservancy Program

EXHIBITS

- Exhibit 1: Project Location and Site Maps
- Exhibit 2: Site Photographs
- Exhibit 3: Project Letters

RESOLUTION AND FINDINGS:

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31400 - 31410 and 31160-31165 of the Public Resources Code:

"The State Coastal Conservancy hereby authorizes disbursement of an amount not to exceed four hundred fifty thousand dollars (\$450,000) to the Peninsula Open Space Trust (POST) for the purpose of acquiring the Thompson Property at Pillar Point Bluff (San Mateo County Assessor Parcel Number 047-300-120), consisting of approximately 21 acres, for public access, habitat protection and open space protection. This authorization is subject to the following conditions:

1. Prior to the disbursement of Conservancy funds, POST shall submit for the review and approval of the Executive Officer of the Conservancy ("the Executive Officer") all relevant documents, including, without limitation, the appraisal, purchase agreement, escrow instructions, environmental assessment, and title report.
2. POST shall pay no more than fair market value for the property, as approved by the Conservancy, based on an appraisal of the property.
3. POST shall permanently dedicate the property for habitat preservation, open space protection and public access through an irrevocable offer to dedicate the property or other instrument

approved by the Executive Officer.

4. Conservancy funding shall be acknowledged by erecting and maintaining a sign on the property or in a nearby public staging area, the design and location of which to be approved by the Executive Officer."

Staff further recommends that the Conservancy adopt the following findings:

"Based on the accompanying staff report and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed project is consistent with the current Project Selection Criteria and Guidelines.
2. The proposed authorization is consistent with the purposes and objectives of Chapter 9 of Division 21(Sections 31400-31410) of the Public Resources Code, regarding the establishment of a system of public accessways to and along the California Coast, and with Chapter 4.5, concerning the resources and recreational goals of the San Francisco Bay Area.
3. The Peninsula Open Space Trust is a nonprofit organization that qualifies under section 501(c)(3) of the United States Internal Revenue Service Code, and whose purposes are consistent with Division 21 of the Public Resources Code."

PROJECT SUMMARY:

The proposed project will provide a \$450,000 grant to the Peninsula Open Space Trust (POST) to purchase and preserve a spectacular 21-acre blufftop property between two segments of county parkland just north of Half Moon Bay (Exhibits 1 and 2). Pillar Point Bluff is known, in particular, for its excellent views of the famous Maverick's wave break and the unique reefs below, and this acquisition will fulfill a longstanding objective of the Conservancy and POST to preserve the bluff for public access. The acquisition will allow for the completion of the California Coastal Trail at Pillar Point Bluff.

This is the final phase of a series of acquisitions along Pillar Point Bluff, the culmination of more than a decade of negotiations. The Conservancy supported POST's acquisition of two adjacent Pillar Point Bluff properties in 2004 and 2007. The Conservancy also granted POST funds to plan and construct the Coastal Trail along those properties in 2008. With the proposed acquisition, the Coastal Trail can be extended to the shore, creating a mile-long hike from the bluff to the beach at Pillar Point Marsh County Park.

POST's option to buy this property expires in just three months on April 30, 2015. The Thompsons have agreed to sell at the property's fair market value of \$925,000, as established in a September 2014 appraisal that has been reviewed and approved by Conservancy staff. POST will provide more than half of the purchase price as matching funds.

POST expects to transfer the Thompson property for long-term management to San Mateo County, as it did with the previous Bluffs acquisitions. The County Parks Department holds the previously purchased properties as part of the Fitzgerald Marine Reserve. Since the County does not have acquisition funding, POST intends to transfer the property at no cost to the County.

With its strong history of protecting coastal lands in San Mateo County and in-depth knowledge of the Pillar Point Bluffs properties, POST staff is well-equipped to complete this purchase. POST's previous acquisitions in this area have resulted in well-maintained trails set back from the bluffs' steep edges and improvement of the coastal shrub habitat found there.

Site Description: The Thompson property is located in the coastal zone just north of Pillar Point, a small peninsula that extends into the ocean north of Half Moon Bay. The 21-acre property is rectangular in shape, bounded by the privately-owned Pillar Ridge Manufactured Home Community to the east, two segments of County Park to the north and south, and approximately 1,200 feet of shoreline to the west. There are no buildings on the Thompson property, although the large, flat property with stunning coastal views would make a very attractive luxury homesite.

The intertidal zone and offshore area immediately adjacent to the property are part of San Mateo County's Fitzgerald Marine Reserve, designated as a Marine Life Refuge and an Area of Special Biological Significance by the State of California. The property's bluffs provide excellent views of coastal tidepools, reefs and beaches to the west, and of the protected mountain ridges and picturesque agricultural lands of the Golden Gate National Recreation Area at Rancho Corral de Tierra to the east.

The main topographic feature of the property is a prominent ridge that runs across the entire property (approximately 900 feet in length), parallel to the coastline at a maximum elevation of 170 feet. The west side of the ridge is a cliff that drops down steeply to the ocean. Eastward, the property flattens as it approaches the manufactured home community. The striking topographic difference between the ridge and the flatlands is the result of the Seal Cove fault trace, part of the active San Gregorio Fault Zone. The ridge is also characterized by an unusual series of parallel lesser ridges and troughs, some of which contain water seasonally.

The blufftop part of the property contains coastal shrub and coastal terrace prairie habitats. Wildlife species that may occur on or near this property include the California red-legged frog, western pond turtle, San Francisco garter snake, and salt marsh common yellowthroat. Loggerhead shrike may nest in the shrub habitats and several common raptors may nest in adjacent Monterey pine forest. Many areas of coastal shrub have been eroded as a result of heavy foot traffic on informal, unauthorized trails.

Project History: The wind-swept coastal bluffs at Pillar Point were the subject of intense development pressure for decades before POST was able to acquire the first of the properties ten years ago.

POST assembled the Pillar Point Bluff properties now managed as a San Mateo County Park in three phases: the 119-acre Pillar Point Bluff property in 2004, the 4-acre Gunn property in 2007, and the 17-acre Pillar Point Bluff South property in 2008. POST transferred all three properties to San Mateo County in 2011.

POST began pursuing the acquisition of the Thompson property upon the successful purchase of the original property in 2004. The present property owner, John Thompson, inherited the property in 2013 after waiting for over a decade for a family trust to be settled. Mr. Thompson and his wife, Nina, informed POST immediately following his receipt of the grant deed. In September 2014, POST received an updated appraisal for \$925,000. Negotiations resumed, and the Thompsons confirmed to POST staff in early November their interest in selling the property

at a price equal to the current appraised value. POST and the Thompsons signed a purchase and sale agreement on December 1, 2014.

The Conservancy's involvement at Pillar Point Bluffs dates back to POST's original purchase in 2004, which the Conservancy helped to support with a \$1 million grant. Because the Conservancy had identified the design and construction of a trail on the landward portion of the Fitzgerald Marine Reserve as a priority action in its 2003 report, *Completing the California Coastal Trail* (page 47 #4), an additional \$85,000 for trail planning was included in the Conservancy's acquisition grant to POST. Planning the trail, doing the environmental review and securing the permits for construction took more than two years. When that preliminary work was completed, the Conservancy granted POST close to \$400,000 to build the trail, a new parking lot on Airport Road, and interpretive kiosks.

PROJECT FINANCING

Coastal Conservancy	\$450,000
Peninsula Open Space Trust	\$475,000
Project Total	\$925,000

The anticipated source for the Conservancy funds for this project is an appropriation from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, Public Resources Code section 75001 *et seq.* ("Proposition 84"). Proposition 84 authorizes the Conservancy's use of these funds for the purposes of promoting access to and enjoyment of coastal resources through projects undertaken pursuant to the Conservancy's enabling legislation (Division 21 of the Public Resources Code), including Chapter 4.5 regarding the San Francisco Bay Area Conservancy Program. Section 75060(c) allocates funding specifically for the San Francisco Bay Area Conservancy Program and states that "not less than 20% of the funds allocated by this paragraph shall be expended on projects in watersheds draining directly to the Pacific Ocean." Consistency of the project with the Conservancy's statutory mission is discussed below in "Consistency with Conservancy's Enabling Legislation."

Consistent with Proposition 84 requirements, in evaluating proposed projects that involve acquisition for the purpose of natural resource protection, Conservancy staff gave priority to this project because it demonstrates the following characteristics: (1) The property is adjacent to two existing segments of a county park and will provide a link ensuring habitat, open space, scenic and recreation connections on the San Mateo County coast (see Public Resources Code Section 75071(a)); and (2) The project funding includes a non-state matching contribution toward the acquisition costs (see Public Resources Code Section 75071(e)).

As required by Section 75071(f), Conservancy staff has submitted to the Natural Resources Agency and has posted on the Conservancy's website an explanation as to how the proposed acquisition meets the criteria for Proposition 84 funding.

CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:

The proposed project will be undertaken pursuant to Chapter 9 of Division 21 of the Public Resources Code (Sections 31400-31410), regarding public access and enjoyment of coastal resources. Section 31400 states that the Conservancy shall have a principal role in the implementation of a system of public accessways to and along the state's coastline. Consistent with this section, POST's acquisition of the Pillar Point Bluff Thompson Property will preserve the property for public access and natural resource protection.

Section 31400.1 allows the Conservancy to award grants to a nonprofit organization for acquisition and development of lands for public access purposes to and along the coast. Surveys conducted by the San Mateo County Department of Parks have shown that more than 1.5 million people visit the beaches and trails of the mid-coast area annually, coming from throughout the San Francisco Bay Area and the state. The proposed grant is consistent with this section because it will enable a large number of visitors to the area to access this property.

Section 31400.2 requires the Conservancy to consider a number of factors in determining the amount of funding for an access project. Consistent with this section, the proposed level of funding was evaluated relative to the total amount of funding available to the Conservancy for coastal access projects, the fiscal resources of the applicant, and the Conservancy's project selection criteria (see Consistency with Conservancy's Project Selection Criteria & Guidelines).

Section 31400.3 enables the Conservancy to assist nonprofit organizations and public agencies in developing and implementing a system of public accessways to and along the state's coastline. The proposed project will further these goals by improving and enhancing public access in a heavily-visited coastal region.

The proposed project also is consistent with Chapter 4.5 of Division 21 of the Public Resources Code, Sections 31160-31165 regarding San Francisco Bay. The proposed project will support the acquisition and preservation of a property located in San Mateo County, one of the nine counties within the San Francisco Bay Area Conservancy Program. Consistent with Section 31162(a), the proposed funding authorization will enable the acquisition of a coastal blufftop property that will improve public access to and along the coast. The proposed project will ensure that private development will not occur on an environmentally sensitive area. Consistent with Section 31162(c), the proposed project assists in the implementation of the policies and programs of the California Coastal Act, which calls for maximum public access and recreational opportunities along the coast (see Public Resources Code Section 30210). Consistent with Section 31162(d), the acquisition of this property near Half Moon Bay will enhance public access to the San Mateo County coast, a natural area that is within a short drive of the urban populations of the Bay Area.

**CONSISTENCY WITH CONSERVANCY'S 2013
STRATEGIC PLAN GOAL(S) & OBJECTIVE(S):**

Consistent with **Goal 1, Objective E** of the Conservancy's 2013-2018 Strategic Plan, the proposed project will assist with a project that secures 21 acres of land that will facilitate the development of the California Coastal Trail.

Consistent with **Goal 2, Objective G**, the proposed project will result in the acquisition of land to allow for development of new coastal accessways.

Consistent with **Goal 11, Objective B**, the proposed project will protect scenic areas and other open space resources of regional significance.

**CONSISTENCY WITH CONSERVANCY'S
PROJECT SELECTION CRITERIA & GUIDELINES:**

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines, last updated on October 2, 2014, in the following respects:

Required Criteria

1. **Promotion of the Conservancy's statutory programs and purposes:** See the "Consistency with Conservancy's Enabling Legislation" section above.
2. **Consistency with purposes of the funding source:** See the "Project Financing" section above.
3. **Promotion and implementation of state plans and policies:** By securing property that will facilitate the development of the Coastal Trail, the proposed acquisition project serves to promote and implement several state plans, including:
 - *Coastal Act (1976)*, Public Resources Code Sections 30210 and 30214 on public access and recreation that call for "maximum access, which shall be conspicuously posted, and recreational opportunities shall be provided for all the people consistent with public safety needs and the need to protect public rights, rights of private property owners, and natural resource areas from overuse."
 - *Completing the California Coastal Trail Report (2003, Coastal Conservancy)*, which identifies the design and construction of a trail on the landward portion of the Fitzgerald Marine Reserve as a priority action (page 47 #4).
 - *California @ 50 Million: The Environmental Goals and Policy Report (2013 Draft, Governor's Office of Planning and Research)* including: 1) Goal #2 Preserve and Steward State Lands and Natural Resources; and 2) Goal #3 Build Sustainable Regions that Support Healthy and Livable Communities, Key Action #3 to "support and invest in active transportation projects, such as walking and biking infrastructure, including safe-routes-to-schools."
4. **Support of the public:** This project has broad public support, as evidenced in letters from Senator Jerry Hill, Assemblymember Kevin Mullin, San Mateo County Supervisor Don Horsley, the Golden Gate National Recreation Area, the San Mateo County Parks Department, the Midpeninsula Regional Open Space District, the Committee for Green Foothills, the Coastside Land Trust, and others (Exhibit 3).
5. **Location:** The proposed project is located within the coastal zone of San Mateo County.
6. **Need:** Without funding from the Conservancy, POST would not be able to acquire and permanently protect this property before the purchase agreement expires on April 30, 2015.

The opportunity to fill this gap in protective ownership of the Pillar Point Bluffs would be lost.

7. **Greater-than-local interest:** Acquisition of this property would provide recreational opportunities to people throughout the state who visit the adjacent county parks. It also will enable an existing gap to be filled in the California Coastal Trail, which has been designated at the state and federal level as a Millenium Legacy Trail.
8. **Sea level rise vulnerability:** The Thompson property contains coastal slopes that are vulnerable to heightened wind and wave erosion as a result of severe storms caused by climate change. Acquisition of this property will allow POST and partner conservation agencies to arrest further erosion caused by use of informal trail systems along the coastal bluff by constructing new trails set farther back from the bluff's edge.

Additional Criteria

9. **Urgency:** POST has only three months to acquire this property, as its purchase agreement expires on April 30, 2015. The improved economy has brought an increased interest in residential coastal properties in San Mateo County. If POST doesn't purchase this property, it is likely that a private buyer will.
10. **Leverage:** See the "Project Financing" section above.
11. **Readiness:** If the Conservancy approves the proposed grant, POST will be ready to close the acquisition by April 30.
12. **Realization of prior Conservancy goals:** As described in the Project Description section, acquisition of this property will complete a longstanding Conservancy objective. Acquisition will also help to meet the Conservancy's state-wide goal of filling the gaps in the California Coastal Trail.
13. **Cooperation:** This project is the result of cooperation among the private sector, local agencies and the Conservancy.
14. **Vulnerability from climate change impacts other than sea level rise:** The property is located on the coastal bluffs and is vulnerable to erosion and landslides caused by increased wind and wave action from storms. The proposed acquisition will protect the property from development by keeping the land in conservation.

CONSISTENCY WITH LOCAL COASTAL PROGRAM POLICIES:

The proposed project is consistent with the County of San Mateo's Local Coastal Plan, specifically with:

- Policy 7.4, which calls for the preservation of critical habitats;
- Policy 10.9, which calls for providing safe access to shoreline destinations, and
- Policy 11.13, which establishes a trails program for the Coastal Zone with the objective of linking existing and proposed recreation facilities along the coast.

Consistent with these policies, the proposed acquisition will preserve sensitive habitat by precluding residential development in an environmentally sensitive area. Acquisition of this

property will allow for the development of safe trails, including the Coastal Trail, where scenic views will be protected, blufftop erosion will be decreased, the public will have access to the shoreline for recreation, and existing park properties will be linked.

COMPLIANCE WITH CEQA:

The proposed acquisition of the Pillar Point Bluff Thompson property is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code of Regulations Section 15316 as a transfer of land in order to establish a park and Section 15325 as a transfer of ownership of interests in land in order to preserve open space and existing natural conditions, including habitat. The Conservancy's grantee, the Peninsula Open Space Trust, intends to establish a park.

Upon approval, staff will file a Notice of Exemption for the proposed project.

JENNIFER A. LANGDON
COASTAL CONSERVANCY
1330 BROADWAY, 13TH FL
OAKLAND, CA 94612-2530

STATE CAPITOL
SACRAMENTO, CA 95814
(916) 651-4013

California State Senate

SENATOR
JERRY HILL

THIRTEENTH SENATE DISTRICT



January 8, 2015

Doug Bosco, Chair
California State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612

Re: Thompson Property, San Mateo County

Dear Mr. Bosco,

I am writing to express my strong support for the application by the Peninsula Open Space Trust (POST) for a grant of \$450,000 from the California State Coastal Conservancy to acquire and protect the Thompson property, a crucial coastal project in the Pillar Point Bluff complex in San Mateo County.

The Thompson property, a spectacular 21-acre blufftop property, is set between two segments of San Mateo County parkland on the coast just north of Half Moon Bay. The protection of this property is the final step to complete the long-term objective of the Conservancy and POST to preserve the Pillar Point Bluff complex for public access. In 2004 and 2007 POST acquired properties adjoining the Thompson property that are now County parkland, in each case with support from the Conservancy. With continued Conservancy support, acquisition and protection of the Thompson property will allow for completion of the California Coastal Trail along the Pillar Point bluff and will fill a gap of over a mile in protected land overlooking the Fitzgerald Marine Reserve.

The blufftops of the Thompson property provide excellent views of the intertidal zone below and contain coastal shrub and coastal terrace prairie habitats suitable for many wildlife species, including the endangered California red-legged frog and San Francisco garter snake. Because the Thompson property is surrounded by San Mateo County parkland, many areas of its coastal shrub habitat have been eroded due to informal, unauthorized access by visitors traversing the blufftops. The protection of this property will allow POST and partner agencies to properly construct and manage safe trails for public access and recreation, while conserving natural resources along the coast.

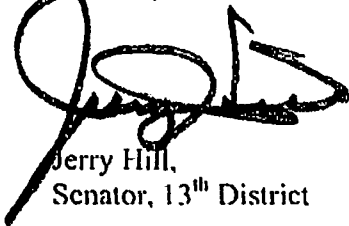
EXHIBIT 2

Exhibit 3: Project Letters

Page 2 - Letter to Doug Bosco, Chair, California State Coastal Conservancy

In order to preserve these recreational opportunities, protect the property's rich habitat and improve the overall health of the land, I urge the Board of Directors of the Coastal Conservancy to support POST in their effort to protect this land through timely approval of grant funds.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Hill", with a large, stylized initial "J" and a long, sweeping horizontal stroke.

Jerry Hill,
Senator, 13th District

cc: Janet Diehl, Project Manager, California State Coastal Conservancy

Exhibit 3: Project Letters

STATE CAPITOL
PO BOX 942849
SACRAMENTO, CA 94249-0022
(916) 319-2022
FAX (916) 319-2122

DISTRICT OFFICE
1528 S EL CAMINO REAL, SUITE 302
SAN MATEO, CA 94402
(650) 349-2200
FAX (650) 341-4676

Assembly
California Legislature



KEVIN MULLIN
ASSISTANT SPEAKER PRO TEMPORE
ASSEMBLY MEMBER, TWENTY-SECOND DISTRICT

COMMITTEES
BUDGET
BUSINESS, PROFESSIONS AND
CONSUMER PROTECTION
LOCAL GOVERNMENT
REVENUE AND TAXATION
UTILITIES AND COMMERCE
SUBCOMMITTEES
BUDGET SUBCOMMITTEE #4 ON
STATE ADMINISTRATION
SELECT COMMITTEES
CHAIR, BIOTECHNOLOGY
COMMUNITY COLLEGES
ASIA/CALIFORNIA TRADE AND
INVESTMENT PROMOTION
WORKFORCE INVESTMENT BOARD

January 12, 2015

Mr. Doug Bosco, Chair
California State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612

Re: Thompson Property, San Mateo County

Dear Mr. Bosco,

I write in strong support for the application by the Peninsula Open Space Trust (POST) for a grant of \$450,000 from the California State Coastal Conservancy to acquire and protect the Thompson property, a crucial coastal project in the Pillar Point Bluff complex in San Mateo County and in my Assembly District.

The Thompson property, a spectacular 21-acre blufftop property, is set between two segments of San Mateo County parkland on the coast just north of Half Moon Bay. The protection of this property is the final step to complete the long-term objective of the Conservancy and POST to preserve the Pillar Point Bluff complex for public access. In 2004 and 2007 POST acquired properties adjoining the Thompson property that are now County parkland, in each case with support from the Conservancy. With continued Conservancy support, acquisition and protection of the Thompson property will allow for completion of the California Coastal Trail along the Pillar Point bluff, and fill a gap of over a mile in protected land overlooking the Fitzgerald Marine Reserve.

The blufftops of the Thompson property provide excellent views of the intertidal zone below and contain coastal shrub and coastal terrace prairie habitats suitable for many wildlife species, including the endangered California red-legged frog and San Francisco Garter snake. Because the Thompson property is surrounded by San Mateo County parkland, many areas of its coastal shrub habitat have been eroded due to informal, unauthorized access by visitors traversing the blufftops.

Exhibit 3: Project Letters

The protection of this property will allow POST and partner agencies to properly construct and manage safe trails for public access and recreation, while conserving natural resources along the coast.

In order to preserve these recreational opportunities, protect the property's rich habitat and improve the overall health of the land, I urge the Board of Directors of the Coastal Conservancy to support POST in their effort to protect this land through timely approval of grant funds. I look forward to a favorable outcome. Should you have any questions, please do not hesitate to contact me.

Sincerely,



KEVIN MULLIN
Speaker pro Tempore

KM: mr

cc: Janet Diehl, Project Manager, California State Coastal Conservancy

Exhibit 3: Project Letters

DON HORSLEY

Board of Supervisors, Third District
County of San Mateo

January 7, 2015

Doug Bosco, Chair
California State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612

Re: Thompson Property, San Mateo County

Dear Mr. Bosco,

I am pleased to submit this letter to express my strong support for the Peninsula Open Space Trust's (POST) grant proposal for \$450,000 to acquire and protect the Thompson property, a crucial coastal project in the Pillar Point Bluff complex in San Mateo County.

POST and the Conservancy share the long-term goal of preserving the Pillar Point Bluff complex for public access. As the Supervisor representing this area of San Mateo County on the San Mateo County Board of Supervisors, I fully support this goal. The Thompson Property, a private 21 acre parcel, is the final step in ensuring permanent public access to the bluff.

The bluffs of the Thompson property provide excellent views and contain habitats suitable for many wildlife species, including the endangered California red-legged frog and San Francisco Garter snake. Further, the protection of this property will allow POST and partner agencies to properly construct and manage safe trails for public access and recreation, while conserving natural resources along the coast.

The Conservancy supported permanent protection of the Pillar Point Bluff complex in both 2004 and 2007 when POST acquired the adjoining properties. With continued Conservancy support, acquisition and protection of the Thompson property will allow for completion of the California Coastal Trail along the Pillar Point bluff, and fill a gap of over a mile in protected land overlooking the Fitzgerald Marine Reserve.

Thank you for your consideration of support for POST's acquisition of this key property. I urge you to approve their application for funding for this key San Mateo County project.

Sincerely,



Supervisor Don Horsley
Third District

cc: Janet Diehl, Project Manager, California State Coastal Conservancy



County Government Center
400 County Center
Redwood City, CA 94063

RECEIVED

JAN 09 2015
COASTAL CONSERVANCY
OAKLAND, CALIF

Direct (650) 363-4569
Coastside (650) 573-2222
Fax (650) 363-1852
DHorsley@smcgov.org



United States Department of the Interior

NATIONAL PARK SERVICE
Golden Gate National Recreation Area
Fort Mason, San Francisco, California 94123

IN REPLY REFER TO:

L32 (GOGA-PLAN)

JAN 12 2015

Doug Bosco, Chairman
Attn: Janet Diehl
California State Coastal Conservancy
1330 Broadway, 13th floor
Oakland, CA 94612

Re: Thompson Property, San Mateo County

Dear Mr. Bosco:

We are writing to express our support for the application by the Peninsula Open Space Trust (POST) for a grant of \$450,000 from the California State Coastal Conservancy to acquire and protect the Thompson property within the Pillar Point Bluff complex on the San Mateo County coast.

As you may know, Golden Gate National Recreation Area (GGNRA) manages nearly 7,000 acres of land in the county. The most recent addition, Rancho Corral de Tierra, was transferred to the National Park Service in 2011 with substantial support from the Coastal Conservancy and POST. The Rancho property is located on the east side of Highway 1 across from the Pillar Point Bluffs. This acquisition was a significant contribution to the larger network of protected lands on the coastside and could not have been accomplished without these key partnerships. GGNRA and POST continue to partner together on projects throughout the region along with other open space land managers to protect and preserve open space resources and recreation.

POST has successfully protected numerous parklands throughout San Mateo County, including portions of Pillar Point Bluff that are adjacent to the Thompson property. The acquisition of this property would allow for the completion of the California Coastal Trail along the Pillar Point Bluffs and allow for proper management of open space for public access and recreation. In addition, it would allow for protection of natural resources and many wildlife species including the federally threatened California red-legged frog and endangered San Francisco garter snake.

This funding will not only fill a gap within the open space managed by San Mateo County Parks, but provides the opportunity to sustain and build community involvement in the stewardship of the site.

On behalf of Golden Gate National Recreation Area, we would like to express our appreciation for the work of the State Coastal Conservancy and POST and fully support the proposal to fund the acquisition of the Thompson property at Pillar Point Bluffs.

Sincerely,

Frank Dean
General Superintendent

Exhibit 3: Project Letters

COUNTY OF SAN MATEO
PARKS DEPARTMENT

455 County Center, 4th Floor
Redwood City, CA 94063-1646
650-363-4020
www.SMCoParks.org

December 30, 2014

Doug Bosco, Chair
California State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612

Re: Thompson Property, San Mateo County

Dear Mr. Bosco,

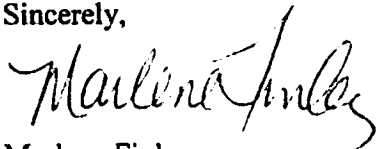
On behalf of San Mateo County Parks Department, I am writing to express my strong support for the application by the Peninsula Open Space Trust (POST) for a grant of \$450,000 from the California State Coastal Conservancy to acquire and protect the Thompson property, a crucial coastal project in the Pillar Point Bluff complex in San Mateo County.

The Thompson property, a spectacular 21-acre blufftop property, is set between two segments of San Mateo County parkland on the coast just north of Half Moon Bay. The protection of this property is the final step to complete the long-term objective of the Conservancy and POST to preserve the Pillar Point Bluff complex for public access. In 2004 and 2007 POST acquired properties adjoining the Thompson property that are now County parkland, in each case with support from the Conservancy. With continued Conservancy support, acquisition and protection of the Thompson property will allow for completion of the trail along the Pillar Point bluff, and fill a gap of over a mile in protected land overlooking the Fitzgerald Marine Reserve.

The blufftops of the Thompson property provide excellent views of the intertidal zone below and contain coastal shrub and coastal terrace prairie habitats suitable for many wildlife species, including the endangered California red-legged frog and San Francisco Garter snake. Because the Thompson property is surrounded by San Mateo County parkland, many areas of its coastal shrub habitat have been eroded due to informal, unauthorized access by visitors traversing the blufftops. The protection of this property will allow POST and partner agencies to properly construct and manage safe trails for public access and recreation, while conserving natural resources along the coast.

In order to preserve these recreational opportunities, protect the property's rich habitat and improve the overall health of the land, I urge the Board of Directors of the Coastal Conservancy to support POST in their effort to protect this land through timely approval of grant funds.

Sincerely,



Marlene Finley
Parks Director

RECEIVED

JAN 02 2015

COASTAL CONSERVANCY
OAKLAND, CALIF.

cc: Janet Diehl, Project Manager, California State Coastal Conservancy

EXHIBIT 2

Exhibit 3: Project Letters



OpenSpace

Midpeninsula Regional Open Space District

GENERAL MANAGER
Stephen E. Abbors

BOARD OF DIRECTORS
Pete Siemens
Yoriko Kishimoto
Jed Cyr
Curt Riffle
Nonette Hanko
Larry Hassell
Cecily Harris

January 6, 2015

Doug Bosco, Chair
California State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612

Re: Thompson Property, San Mateo County

Dear Mr. Bosco,

On behalf of Midpeninsula Regional Open Space District, I am writing to express my strong support for the application by the Peninsula Open Space Trust (POST) for a grant of \$450,000 from the California State Coastal Conservancy to acquire and protect the Thompson property, a crucial coastal project in the Pillar Point Bluff complex in San Mateo County.

The Thompson property, a spectacular 21-acre blufftop property, is set between two segments of San Mateo County parkland on the coast just north of Half Moon Bay. The protection of this property is the final step to complete the long-term objective of the Conservancy and POST to preserve the Pillar Point Bluff complex for public access. In 2004 and 2007, POST acquired properties adjoining the Thompson property that are now County parkland, in each case with support from the Conservancy. With continued Conservancy support, acquisition and protection of the Thompson property will allow for completion of the California Coastal Trail along the Pillar Point bluff, and fill a gap of over a mile in protected land overlooking the Fitzgerald Marine Reserve.

The blufftops of the Thompson property provide excellent views of the intertidal zone below and contain coastal shrub and coastal terrace prairie habitats suitable for many wildlife species, including the endangered California red-legged frog and San Francisco garter snake. Because the Thompson property is surrounded by San Mateo County parkland, many areas of its coastal shrub habitat have been eroded due to informal, unauthorized access by visitors traversing the blufftops. The protection of this property will allow POST and partner agencies to properly construct and manage safe trails for public access and recreation, while conserving natural resources along the coast.

In order to preserve these recreational opportunities, protect the San Mateo Coast's rich habitat, and improve the overall health of the land, I urge the Board of Directors of the Coastal Conservancy to support POST in their effort to protect this land through timely approval of grant funds.

Exhibit 3: Project Letters

Mr. Doug Bosco
Re: Thompson Property, San Mateo County

January 6, 2015
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen E. Abbors". The signature is fluid and cursive, with the first name "Stephen" being more prominent.

Stephen E. Abbors
General Manager

cc: Janet Diehl, Project Manager, California State Coastal Conservancy
MROSD Board of Directors
Walter Moore, POST President

Exhibit 3: Project Letters



COMMITTEE FOR
GREEN FOOTHILLS

January 5, 2015

Doug Bosco, Chair
California State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612

Re: Thompson Property, San Mateo County

Dear Mr. Bosco,

On behalf of Committee for Green Foothills, a regional conservation organization working for over 50 years to protect the rural lands in San Mateo and Santa Clara Counties, I write in enthusiastic support for the application by the Peninsula Open Space Trust (POST) for a grant of \$450,000 from the California State Coastal Conservancy to acquire and protect the Thompson property, a crucial coastal project in the Pillar Point Bluff complex in San Mateo County.

The Thompson property, a spectacular 21-acre blufftop property, is set between two segments of San Mateo County parkland just north of the Pillar Point Harbor. The acquisition of this property is the final step to complete the long-term objective of the Conservancy and POST to preserve the Pillar Point Bluff complex for public access. In 2004 and 2007, with support from the Conservancy, POST acquired properties adjoining the Thompson property, that are now County parkland. With continued Conservancy support, acquisition and protection of the Thompson property will allow for completion of the California Coastal Trail and fill a gap of over a mile in protected land overlooking the Fitzgerald Marine Reserve and Pacific Ocean.

The blufftops of the Thompson property provide excellent views of the intertidal zone below and contain coastal shrub and coastal terrace prairie habitats suitable for many wildlife species, including the California red-legged frog and San Francisco garter snake. Several areas of coastal shrub habitat have become eroded, due to informal, unauthorized access by visitors traversing the blufftops. The acquisition of this property will allow POST and partner agencies to properly design, construct and manage safe trails for public access and recreation, while restoring and conserving natural resources and sensitive habitats on this spectacular coastal area.

I strongly urge the Coastal Conservancy Board to support POST in their effort to protect this land through timely approval of grant funds.

Sincerely,

Lennie Roberts, San Mateo County Legislative Advocate

COMMITTEE FOR
GREEN FOOTHILLS

3921 E. Bayshore Road
Palo Alto, CA 94303

650.968.7243 FAX
650.968.8131 FAX

info@GreenFoothills.org
www.GreenFoothills.org



100 Main Street
Half Moon Bay, CA 94019
415.726.5056

December 30, 2014

Doug Bosco, Chair
California State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612

Re: Thompson Property, San Mateo County

Dear Mr. Bosco,

On behalf of Coastside Land Trust, I am writing to express my strong support for the application by the Peninsula Open Space Trust (POST) for a grant of \$450,000 from the California State Coastal Conservancy to acquire and protect the Thompson property, a crucial coastal project in the Pillar Point Bluff complex in San Mateo County.

The Thompson property, a spectacular 21-acre blufftop property, is set between two segments of San Mateo County parkland on the coast just north of Half Moon Bay. The protection of this property is the final step to complete the long-term objective of the Conservancy and POST to preserve the Pillar Point Bluff complex for public access. In 2004 and 2007 POST acquired properties adjoining the Thompson property that are now San Mateo County parkland, in each case with support from the Conservancy. With continued Conservancy support, acquisition and protection of the Thompson property will allow for completion of the California Coastal Trail along the Pillar Point bluff, and fill a gap of over a mile in protected land overlooking the Fitzgerald Marine Reserve.

The blufftops of the Thompson property provide excellent views of the intertidal zone below and contain coastal shrub and coastal terrace prairie habitats suitable for many wildlife species, including the endangered California red-legged frog and San Francisco Garter snake. Because the Thompson property is surrounded by San Mateo County parkland many areas of its coastal shrub habitat have been eroded due to informal, unauthorized access by visitors

traversing the bluffs. The protection of this property will allow POST and partner agencies to properly construct and manage safe trails for public access and recreation, while conserving natural resources along the coast.

In order to preserve these recreational opportunities, protect the property's rich habitat and improve the overall health of the land, I urge the Board of Directors of the Coastal Conservancy to support POST in their effort to protect this land through timely approval of grant funds.

Sincerely,



Jo Chamberlain
Executive Director

cc: Janet Diehl, Project Manager, California State Coastal Conservancy

RECEIVED

JAN 02 2015

COASTAL CONSERVANCY
OAKLAND, CALIF.

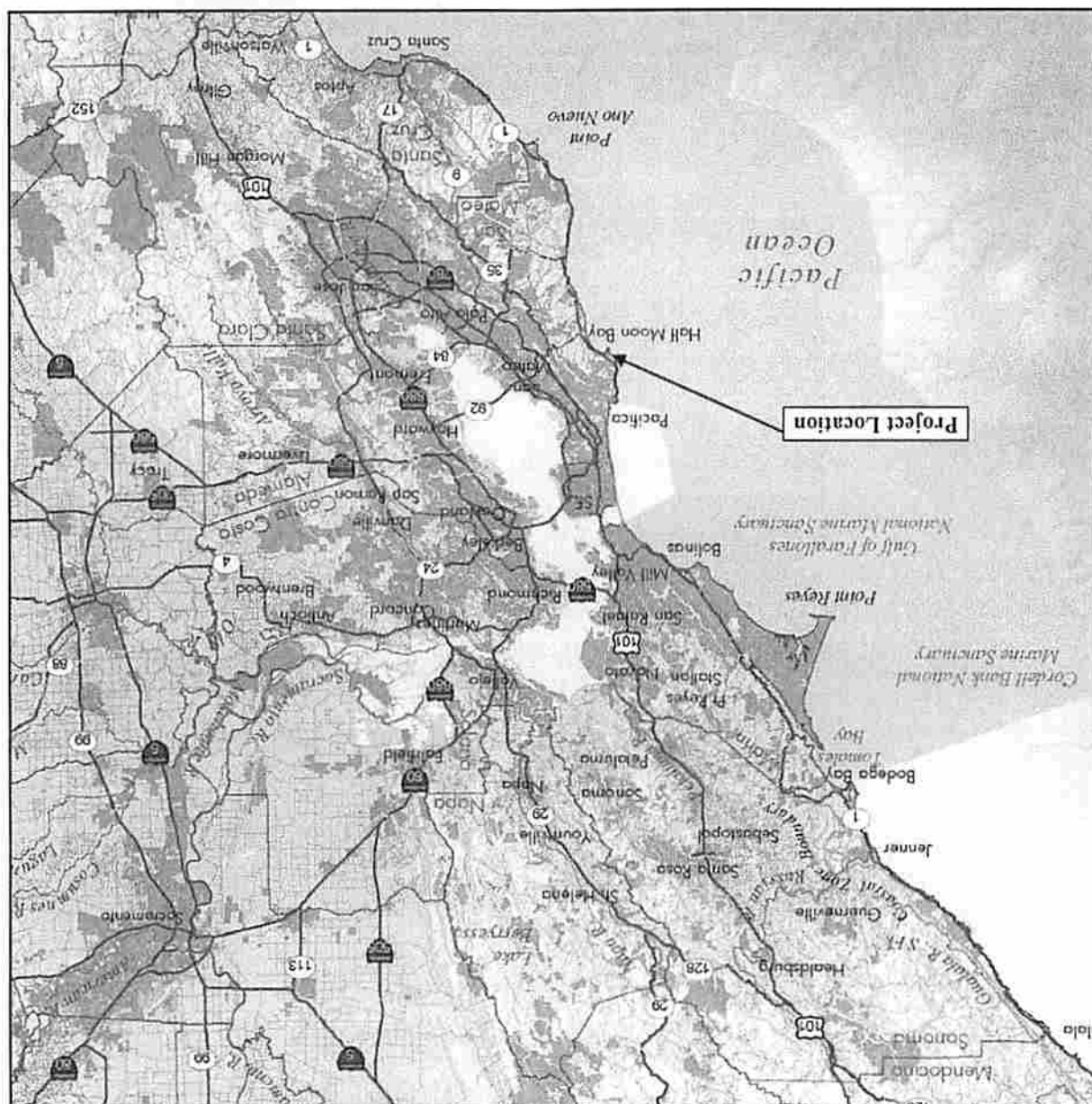


Exhibit 1: Project Location and Site Maps

Exhibit 1: Project Location and Site Maps

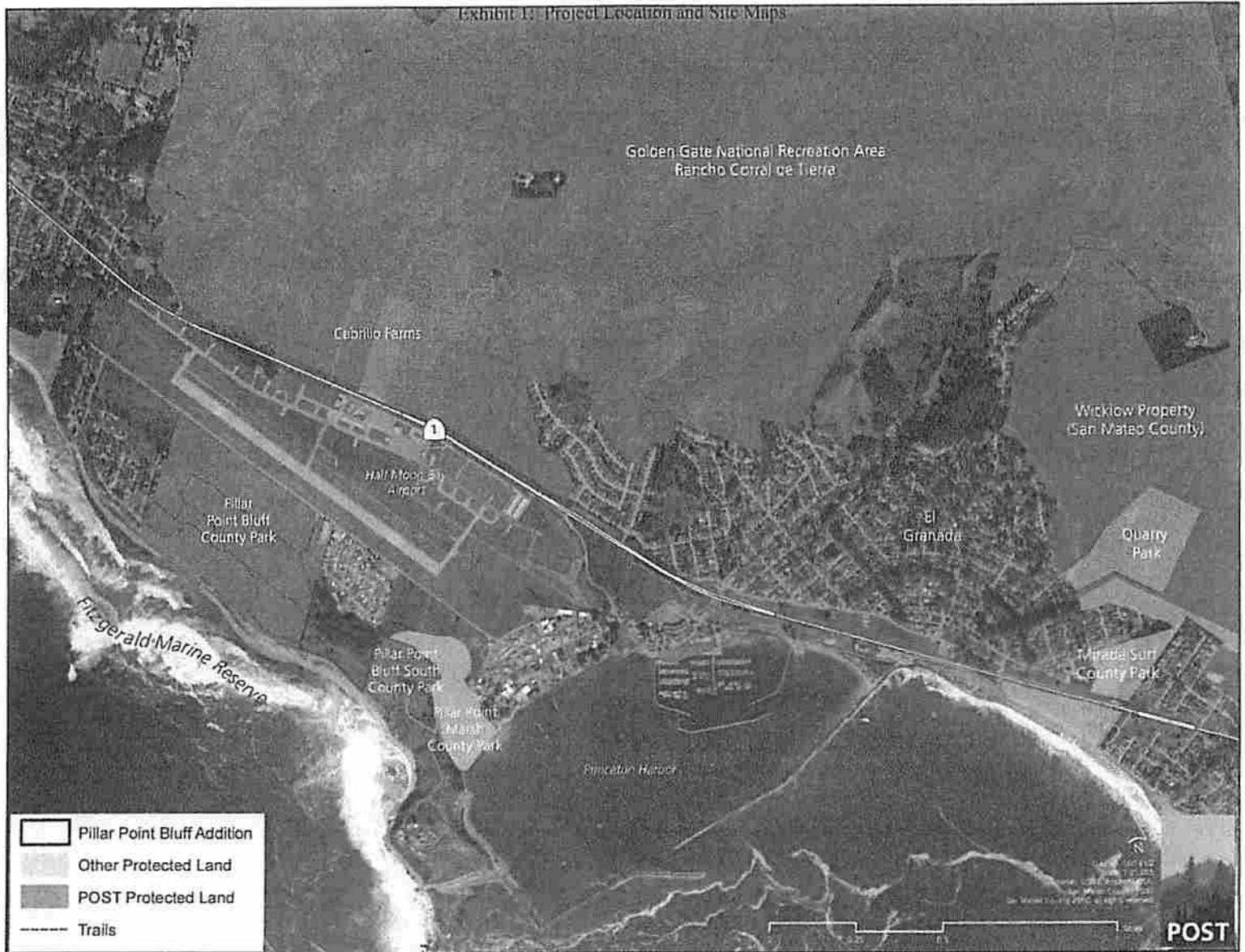
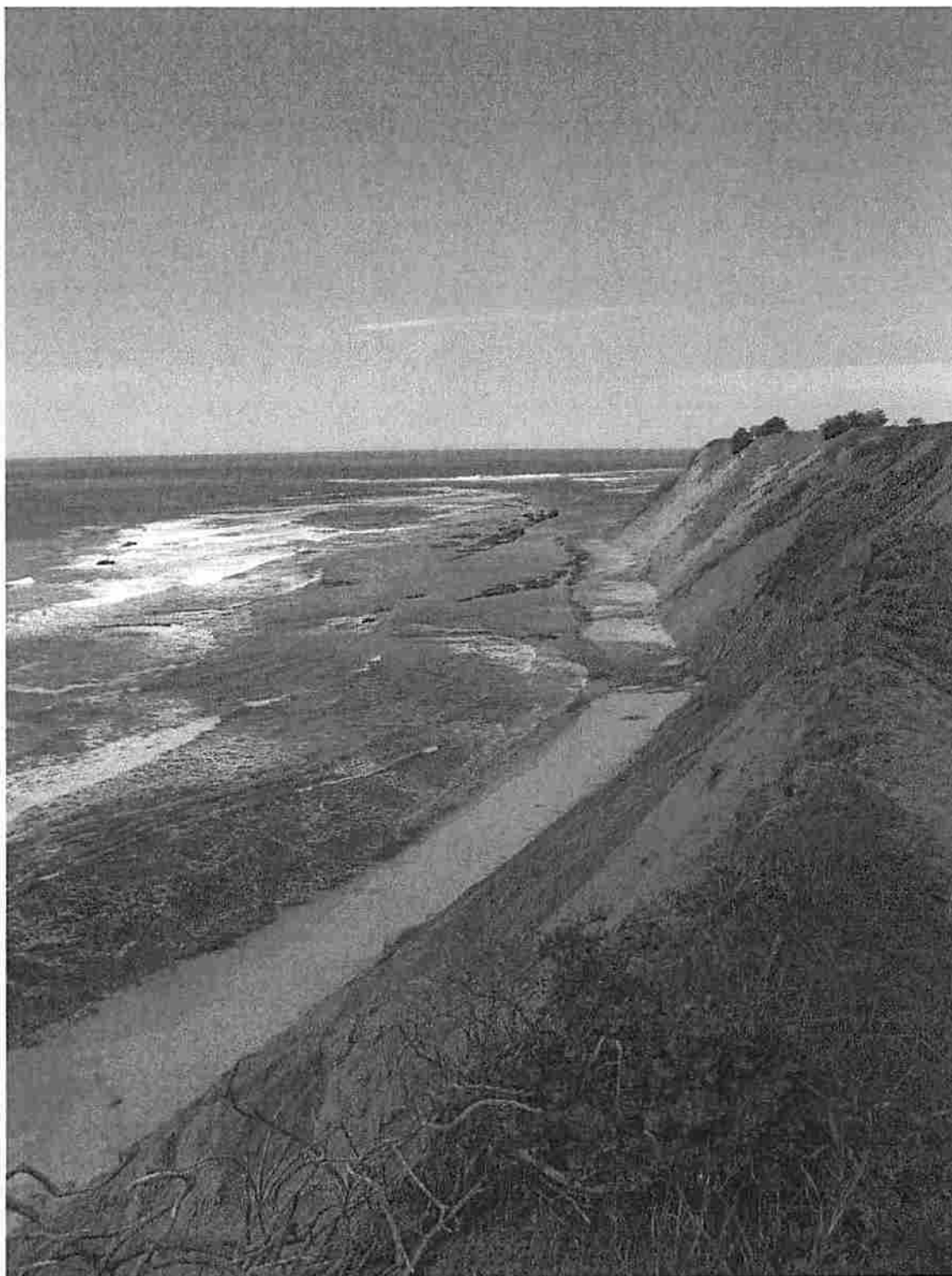


Exhibit 1: Project Location and Site Maps



Exhibit 2: Site Photographs



Looking north from the Thompson property toward the reefs of the Fitzgerald Marine Reserve.

Exhibit 2: Site Photographs



Looking south from the Thompson property toward San Mateo County Park lands and U. S. Air Force property (featuring a large structure that looks like a golf ball). County park lands extend to the left of the photo, forming a connection to the beach at Pillar Point Marsh County Park. To the right is the stretch of ocean that features the famous Mavericks break, the home of big wave surfing.

Exhibit 2: Site Photographs



The "End of Trail Private Property Beyond" sign marks the southern end of the existing County Park at Pillar Point Bluffs and the beginning of the Thompson property. The ocean is to the right.

Exhibit 2: Site Photographs



This parking lot was built with Conservancy support following the first of the Pillar Point Bluffs acquisitions in 2005. It will provide access to the Thompson property from Highway 1, which is visible in the background in front of the white building. The lower photo was taken looking the opposite way, toward the ocean. The trail leads from this lot over the ridge to the coastal bluffs.



Exhibit 2: Site Photographs



The Coastal Trail at the County park adjacent to the Thompson property at Pillar Point Bluffs. While the trail-users are skirting the county's regulation that dogs be on leashes, at least they are picking up after their dogs (note bag)!

STATE OF CALIFORNIA
STANDARD AGREEMENT
(Grant - Rev 08/08)

AGREEMENT NUMBER 14-048	AM. NO. 1
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 94-2392007	

THIS AGREEMENT, made and entered into this day of , 2016,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE | AGENCY
Executive Officer | State Coastal Conservancy, hereafter called the State, and
ASSIGNOR'S NAME
Peninsula Open Space Trust, hereafter called the Assignor, and
ASSIGNEE'S NAME
County of San Mateo hereafter called the Assignee.

WITNESSETH: That the Assignor, the Assignee and the State, for and in consideration of the covenants, conditions, agreements and stipulations hereinafter expressed, do hereby agree as follows:


The State Coastal Conservancy ("the Conservancy"), the Peninsula Open Space Trust ("the Assignor") and the County of San Mateo ("the Assignee") agree to amend their existing Agreement No. 14-048 as follows:

This Assignment and Amendment Number 1 to State Coastal Conservancy Grant Agreement No. 14-048 ("Amendment") is entered into between the State Coastal Conservancy ("State" or "Conservancy"), the Peninsula Open Space Trust ("Assignor"), a California non-profit corporation, and the County of San Mateo ("Assignee"), a political subdivision of the State of California.

(Continued on following pages)

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	ASSIGNOR	ASSIGNEE
AGENCY State Coastal Conservancy BY (Authorized Signature) ▶	ASSIGNOR (if other than an individual, state whether a corporation, partnership, etc.) Peninsula Open Space Trust BY (Authorized Signature) ▶ <i>Walter T. Moore</i>	ASSIGNEE (if other than an individual, state whether a corporation, partnership, etc.) County of San Mateo BY (Authorized Signature) ▶
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Walter Moore, President	PRINTED NAME AND TITLE OF PERSON SIGNING Marlene Finley, County Parks Director
ADDRESS & PHONE NUMBER 1330 Broadway, 13 th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 222 High Street Palo Alto, CA 94301 Phone: (650) 854-7696	ADDRESS & PHONE NUMBER San Mateo County Parks Department 455 County Center, 4 th Floor Redwood City, CA 94063 Phone: (650) 363-4021

AMOUNT ENCUMBERED BY THIS DOCUMENT \$-0-	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay	FUND TITLE Safe Drinking Water, Water Quality and Supply			I certify that this agreement is exempt from Department of General Services' approval. Shemar Mauleon Contracts Manager
	(OPTIONAL USE) Pillar Point Bluff (Thompson) Acquisition				
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$450,000.00	3760-301-6051(1)(G) Reap. by Ch. 21/12	CHAPTER 1XXX	STATUTE 2009	FISCAL YEAR 09/10	
TOTAL AMOUNT ENCUMBERED TO DATE \$450,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) Access				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER 		DATE			
<input type="checkbox"/> GRANTEE <input type="checkbox"/> ACCOUNTING <input type="checkbox"/> PROJECT MANAGER <input type="checkbox"/> CONTROLLER <input type="checkbox"/> STATE AGENCY					

PERTINENT FACTS

- A. State Coastal Conservancy Grant Agreement No. 14-048 (the “grant agreement”) authorized the Conservancy to disburse up to \$450,000 to Assignor for acquisition of approximately 21 acres of real property on Pillar Point Bluff known as the Thompson property (“real property”) for purposes of public access, habitat protection, and open space protection. The Conservancy disbursed \$450,000 for the acquisition, and Assignor obtained fee title to the real property on March 19, 2015.
- B. In accordance with the terms of the grant agreement, Assignor granted an offer to dedicate fee title to the real property to the Conservancy giving the Conservancy the right to take fee title to the real property in the event Assignor failed to use, operate and maintain the Property for the acquisition purposes (“OTD”). Assignor recorded the OTD on March 19, 2015 in the Official Records of San Mateo County as Record Number 2015-025580. The OTD is binding on all future owners of the property.
- C. The OTD requires the Conservancy’s approval of a transfer of the real property.
- D. Assignor desires to transfer the real property to Assignee, which desires to acquire fee title to the real property for operation and maintenance consistent with the Acquisition Purposes.
- E. The Conservancy is willing to approve the transfer of the real property to Assignee, as well as to release Assignor from its obligations under the grant agreement and to substitute Assignee as the grantee.

ASSIGNMENT AND AMENDMENT NO. 1

In light of the Pertinent Facts, above, and for the mutual consideration stated herein and other valuable consideration, the Conservancy, Assignor and Assignee agree as follows:

- 1. Assignment. Effective upon transfer of the real property to Assignee, Assignor assigns to Assignee all of its rights, duties and obligations under the Grant Agreement. Assignee hereby assumes and agrees to fulfill all of Assignor's duties and obligations under the Grant Agreement.
- 2. Substitution of Grantee. Effective upon transfer of the real property to Assignee, the Grant Agreement is amended to substitute Assignee for Assignor as the grantee.
- 3. Release of Assignor. Effective upon transfer of the real property to Assignee, and Assignor’s concurrent delivery of the records to Assignee pursuant to Section 7 below, each of the Conservancy and Assignee hereby release Assignor from any further duties and obligations under the Grant Agreement and from any claims or liabilities such

releasing party may have under the Grant Agreement, except as such claims and liabilities may relate to Grantor's obligations under the Grant Agreement prior to the assignment.

5. Approval of Property Transfer. The Conservancy hereby approves the transfer of the real property to Assignee. Upon transfer of the real property, Assignee will become the offeror of the OTD and be bound by the terms of the OTD.
6. Transfer of Records. Concurrent with the transfer of the real property to Assignee, Assignor shall deliver to Assignee all records pertaining to the real property that Assignor has maintained pursuant the "AUDITS/ ACCOUNTING/ RECORDS" section of the Grant Agreement. Assignee shall maintain these records consistent with the Grant Agreement.
7. Documentation of Transfer. Within 10 days of the transfer of the real property to Assignee, Assignee shall submit to the Conservancy conformed copies of all documents recorded in connection with the transfer.
8. Assignor Warranty. Assignor warrants that it has no outstanding debts, duties, liabilities, obligations or responsibilities to any parties in connection with the real property.
9. Assignor Release. Effective upon transfer of the real property to Assignee and the assignment of the Grant Agreement as provided in Section 2 above, Assignor hereby releases and holds harmless the Conservancy and the Assignee from any claims or liabilities the Assignor may have under the Grant Agreement, including, without limitation, any claims for disbursement of funds to the Assignor.
10. Effect of Failure to Transfer. If transfer of the real property to Assignee is not completed within 60 days of the date of this Amendment, this Amendment will be void.

All other terms and conditions of the Grant Agreement remain in effect.