

**STATE COASTAL CONSERVANCY
TUNITAS CREEK BEACH ACQUISITION
GRANT AGREEMENT #18-132**

Grantee's full, legal name: San Mateo County

Taxpayer ID Number 94-6000532

Address: 455 County Center, 4th Floor
C/O: Parks Department
Redwood City, CA 94063

Phone No.: (650) 599-1386

Name of Person Signing: Carole Groom

Title of Person Signing: President, San Mateo County Board of Supervisors

Contact Person, if different than Person Signing:

Name of Contact: Nicholas Calderon

Title of Contact: Assistant Parks Director, San Mateo County Parks
Department

SCOPE OF AGREEMENT

Pursuant to Chapter 4.5 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to San Mateo County ("the grantee") a sum not to exceed \$3,200,000 (three million two hundred thousand dollars), subject to the terms and conditions of this agreement. The grantee shall use these funds to acquire the real property ("the real property") known as Tunitas Creek Beach, located in the County of San Mateo, State of California (County Assessor's Parcel No.081-060-030, 081-060-020, and 081-060-130), and depicted in Exhibit A, which is incorporated by reference and attached.

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

The grantee shall secure any funds necessary 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 Supervisors 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 (the specifications for which are incorporated and attached as Exhibit B), a preliminary title report, agreement for purchase and sale, deed, escrow instructions, environmental documentation or hazardous materials assessment, 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 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 adequately documenting the physical and environmental condition of the real property as of the date of acquisition.
 - e. Written acknowledgement to comply with the Conservancy’s 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 compliance with the acquisition purposes. The program shall require the grantee to submit these monitoring reports to the Conservancy.
 - f. Evidence that sufficient funds are available to complete the acquisition.
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.
4. Grantee shall enter into a written agreement with the Peninsula Open Space Trust regarding management and operational activities for the Cowell-Purisima Coastal Trail on or before the completion date (defined below). However, the Executive

Officer may, in his or her sole discretion, waive this condition precedent to disbursement of funds, and extend the deadline to execute the Cowell-Purisima Coastal Trail management agreement.

ADDITIONAL GRANT CONDITION

The grantee shall also meet the following condition:

1. Grantee acknowledges and agrees that any proposed activities on the real property that may result from the subject acquisition of this agreement must comply with the California Environmental Quality Act (CEQA), and this agreement does not bind grantee or any other party to a definite course of action prior to complying with CEQA.

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 (the “Funds”). These Funds 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 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 October 31, 2039 (“the termination date”).

COMPLETION DATE

The grantee shall complete acquisition of the real property no later than October 31, 2019 (“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 March 14, 2019 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit C. This agreement is executed under that authorization.

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

The Irrevocable Offer to Dedicate Title (OTD) 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 purposes of open space preservation, public access to the coast, and natural resource protection (the “acquisition purposes”), and no use of the real property inconsistent with the acquisition 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. As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

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. 18-132, as it may be amended from time to time.
5. The Conservancy shall have reasonable access to the real property during normal business hours 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 provisions stated above are violated, after a reasonable curing period determined by the Conservancy has passed, and grantee has not resolved the violation to the reasonable satisfaction of the Conservancy, 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 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 grantee shall promptly notify the Conservancy in writing, and shall use its best efforts to obtain the maximum compensation possible. Upon receiving condemnation proceeds, the grantee 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 grantee. 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 grantee or pay to the grantee the amount of the offeror’s contribution to the original acquisition, unless the accepting party and the grantee 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 ACKNOWLEDGMENT

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.

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, or unauthorized by local land use policies the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. All signs shall be consistent with the Tunitas Creek Beach Improvement Project.

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 Conservancy's 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. As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

INSPECTION

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

INDEMNIFICATION AND HOLD HARMLESS

The grantee shall 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. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

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, upon advance written request, 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. Such access shall be at an agreed upon date and time and permission shall not be unreasonably withheld.

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.

NON-DISCRIMINATION CLAUSE

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated

thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

DRUG-FREE WORKPLACE

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355, which requires that all state grantees provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

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.

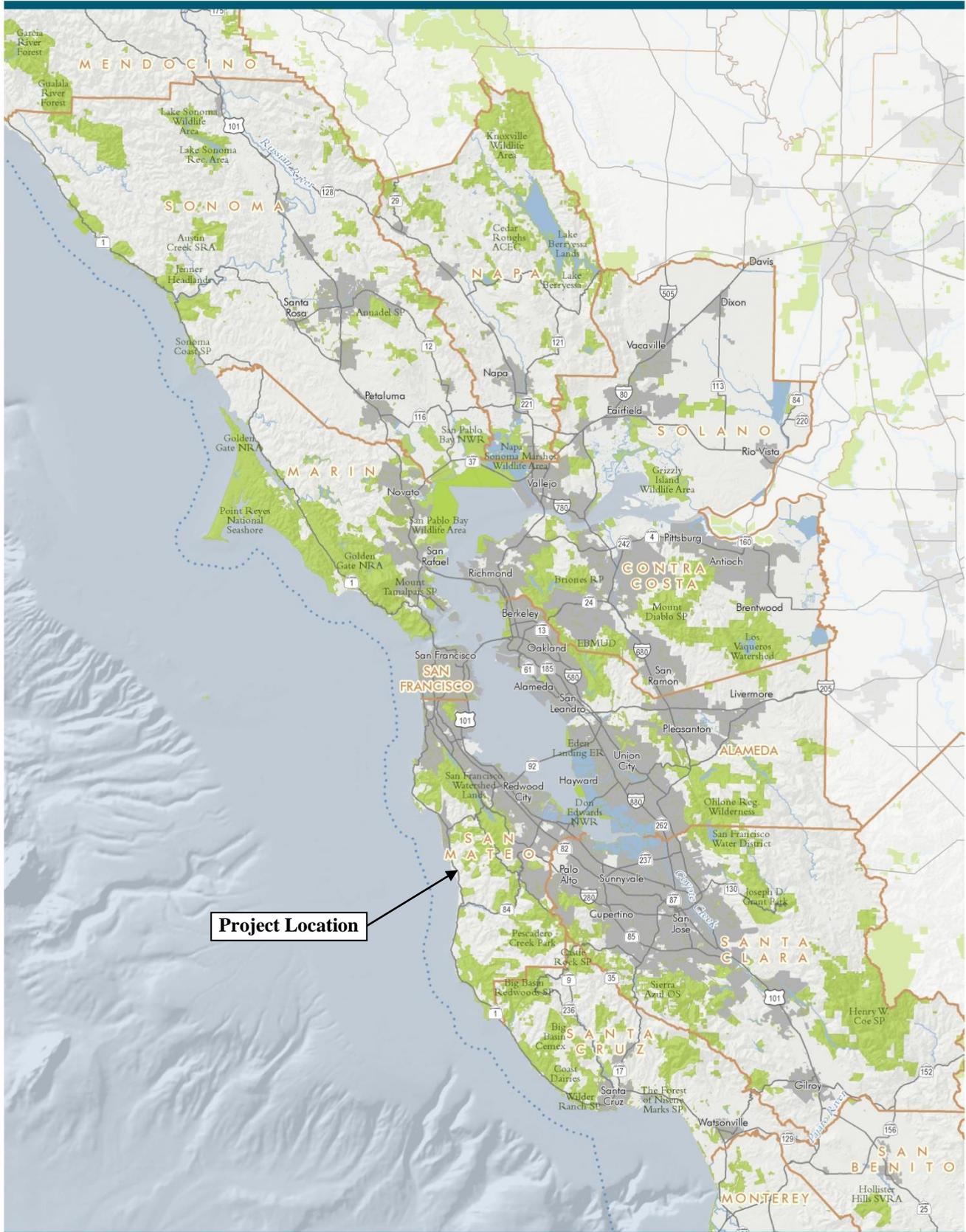
AMENDMENT

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.

SURVIVAL

The obligations in the "USE, MONITORING, MANAGEMENT, OPERATION, AND MAINTENANCE" and "INDEMNIFICATION AND HOLD HARMLESS" sections, above, shall survive the termination of this agreement.

Exhibit A: Project Location



San Francisco Bay Area



Exhibit A: Project Location



Tunitas Creek Road

Tunitas Creek

Caltrans
Right of
Way

1

Tunitas Creek Open
Space Preserve
(Midpeninsula Open
Space District)

Tunitas Creek Beach Project

- Property Boundary
- Streams
- Protected Land

Date: 11/29/2018 AT
Sources: ESRI, POST, Ifland, San Mateo County.

0 300 600 Feet

Exhibit B: Appraisal Specifications

COMBINED COASTAL CONSERVANCY AND DEPARTMENT OF GENERAL SERVICES (DGS) ENVIRONMENTAL APPRAISAL SPECIFICATIONS

The appraisal must be completed and signed by a State of California Certified General Real Estate Appraiser who certifies that the appraisal is in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) as currently adopted by the Appraisal Standards Board of the Appraisal Foundation.

The principal appraiser who is responsible for developing the appraisal report must certify that he/she has inspected the subject property and comparable properties whenever physically possible. The following specifications are required when applicable to the assignment:

1. Title page with sufficient identification of appraisal project.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value, date of report, etc.
3. Table of contents.
4. Assumptions and Limiting Conditions.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value as follows: “The most probable price which a property should bring in a competitive and open market under all conditions requisite to a sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus.”
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural units if applicable.
8. Copies of assessor’s plat maps with the subject parcels marked and an assemblage of all contiguous assessor’s parcels that depicts the ownership.
9. A legal description of the subject property if available.
10. For large, remote, or inaccessible parcels, aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current agreement of sale, option, or listing of subject. This issue requires increased diligence since State agencies often utilize nonprofit organizations to quickly acquire sensitive-habitat parcels using option agreements. However, due to

Exhibit B: Appraisal Specifications

confidentiality clauses, the terms of the option are often not disclosed to the State. If the appraiser discovers evidence of an option, or the possible existence of an option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client. Current DGS policy requires disclosure of any option or purchase agreement. If the agreement is not made available, DGS will not review the appraisal.

13. Regional, area, and neighborhood analyses.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area (or other areas of competition), and a discussion of the relevant market factors affecting demand for site acquisition and leasing within the relevant market area.
15. Discussion of subject land/site characteristics (size, topography, current use, zoning and land-use issues, development entitlements, General Plan designations, utilities, offsite improvements, access, easements and restrictions, flood and earthquake information, toxic hazards, taxes and assessments, etc.).
16. Description of subject improvements, including all structures, square footage, physical age, type of construction, quality of construction, condition, site improvements, etc.
17. Subject leasing and operating cost history.
18. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use. Such support typically requires a discussion of the four criteria or tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash-flow, and risk factors leading to an ultimate highest and best use decision.
19. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
20. Map(s) showing all comparable properties in relation to subject property.
21. Photographs and plat maps of comparable properties.
22. In-depth discussion of comparable properties, similarities and differences, and comparisons and adjustments to the comparable data, and discussion of the reliability and credibility of the data as they relate to the indicated subject property value.
23. Comparable data sheets: 1) For sales, include information on grantor/grantee, sale/recordation dates, listed or asking price as of date of sale, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source. 2) For listings, also include market time from list date to effective date of the appraisal, original list price, changes in list price, and broker feedback, if available. 3) For leases, include significant information

Exhibit B: Appraisal Specifications

such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source.

24. Discussion of construction cost methodology, data source used, costs included and excluded, depreciation methodology, a discussion of accrued depreciation from all causes, and remaining economic life.
25. Copies of construction cost data, including section and pages of cost manual (date of estimate or date of publication of cost manual must be provided if not indicated on page), copies of cost estimate if provided from another source, and supporting calculations including worksheets or spreadsheets.
26. In partial take situations, a discussion of special benefit and severance damage.
27. Effect of title exceptions on fair market value. **A PRELIMINARY TITLE REPORT MUST BE INCLUDED IN THE APPRAISAL REPORT.** The preliminary title report should predate the effective date of the appraisal by no more than one year.
28. Reconciliation and final value estimate. Explain and support conclusions reached.
29. Discussion of any departures taken in the development of the appraisal.
30. Signed Certification consistent with language found in USPAP.

In addition to the above:

31. The appraiser shall investigate whether the appraised property is subject to implied dedications, prescriptive rights, occupancy rights, or other unrecorded easements as described in Sections 801 to 813, inclusive, and Sections 1006 to 1009, inclusive, of the Civil Code. (Regarding implied dedications, see, for example, *Gion v. City of Santa Cruz* (1970), 2 Cal.3d 29.) The appraisal report shall state the appraiser's conclusions as to the existence of any such interests and detail the factual basis for the conclusions and the appraiser's opinion as to the effect of any such interests on market value.
32. The property owner or a designated representative shall be offered the opportunity to accompany the appraiser during the appraiser's inspection of the property. The appraiser shall include a statement in the appraisal that on a certain date the owner or the designated representative was given the opportunity to accompany the appraiser and either accepted or declined. If accepted, the appraiser shall indicate the date on which the property was inspected with the owner or the representative.
33. If the appraiser's investigation or the preliminary title report reveals any information related to the public trust, the appraiser shall contact the State Lands Commission to determine the effect on the value of the property. The appraiser shall include in the appraisal report all pertinent facts and the appraiser's conclusion as to the effect, if any, on market value.

Exhibit B: Appraisal Specifications

34. In the course of the appraiser's investigation of the property and review of related documents, the appraiser shall look for evidence of hazardous substances. The appraiser shall include in the appraisal report all facts and suspicions related to hazardous substances on the property. If the appraiser knows or can calculate the effect of such hazardous substances on value, the appraiser shall discuss these facts and the appraiser's conclusions in the appraisal report.
35. In the course of the appraiser's investigation of the property and review of related documents, the appraiser shall review the Local Coastal Program (or Plan), the Land-Use Plan, and other documents as appropriate to determine whether they delineate the approximate location or size of any sensitive areas on the property, including, but not limited to, riparian areas, wetlands, habitat for species recognized under federal or state endangered species acts, or Environmentally Sensitive Habitat Areas. The appraiser shall note any identified or obvious wetlands (whether or not referred to in any document as listed on the National Wetland Inventory of the U.S. Fish and Wildlife Service). Additionally, the appraiser shall note references to existing conservation easements and areas subject to agricultural protection, whether or not under the Williamson Act. The appraiser shall include in the appraisal report all facts and suspicions related to the existence of such areas on the property. If the appraiser knows or can calculate the effect of the existence such areas or designations on value, the appraiser shall discuss these facts and the appraiser's conclusions in the appraisal report.
36. If the property's valuation is based on its development potential, the appraisal shall include the following: (a) verifiable data on the development potential of the land; (b) a description of what would be required for a development project to proceed, such as legal entitlements and infrastructure needs; and (c) presentation of evidence that sufficient demand exists, or is likely to exist in the future, to provide market support for the development.
37. An appraisal report that includes more than nominal value for specialty interests shall include a separate valuation prepared and signed by a certified or registered professional qualified in the field of specialty interest. This valuation shall be reviewed and approved by a second qualified, certified or registered professional, considered by the appraiser, and appended to the appraisal report. "Specialty interests" means those partial property interests that may exist on a property and that can require specialized knowledge and experience to value, including, but not limited to, timber, water, minerals, or carbon credits.
38. On and after January 1, 2015, a landowner shall not be named as a co-client of the appraiser or firm preparing the appraisal. A landowner, however, may contribute to the costs of the appraisal and be identified as an intended user of the appraisal.
39. If the appraised property is acquired by the State or with funding from the State, the appraisal report will be subject to review by the public after close of escrow.
40. If the appraisal is of a "major acquisition" (i.e., an acquisition for which one or more State agencies propose to spend more than \$15,000,000 of State funds), the appraisal report will be subject to review by the State Department of General Services as well as

Exhibit B: Appraisal Specifications

an independent appraiser retained by the State. The independent review report will be made available for public review not less than 30 days before an acquisition agency holds a public hearing for the purpose of authorizing the acquisition of the appraised property.

41. If applicable, in addition to the above, appraisals of telecommunications sites must also provide:
 - A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors affecting demand for site acquisition and leasing within the relevant market area.
 - An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities, access, and road maintenance costs.
42. On occasions where properties involve personal property, business interests, water rights, minerals, or merchantable timber, separate valuations may be necessary. If the appraiser determines that there are such property interests or rights requiring a separate valuation, the appraiser shall notify his/her client. The client may choose to modify the appraisal request to include a separate valuation by an appropriate credentialed subject matter specialist. In such cases, the appraisal package submitted to DGS for review shall include the real estate appraisal and a separate valuation of the personal property, business interests, water rights, minerals, or merchantable timber by a credentialed subject matter specialist, together with a review of this separate appraisal/valuation by a second credentialed subject matter specialist.

Questions regarding these appraisal specifications may be directed to Prentiss Williams, Coastal Conservancy, at (510) 286-3773 or Prentiss.williams@scc.ca.gov.

Revised 12/19/12.

COASTAL CONSERVANCY

Staff Recommendation
March 14, 2019

TUNITAS CREEK BEACH ACQUISITION AND PLANNING

Project No. 17-010-01
Project Manager: Hilary Walecka / Timothy Duff

RECOMMENDED ACTION: Authorization to disburse up to \$6,200,000 to San Mateo County for the acquisition of the 58-acre Tunitas Creek Beach in San Mateo County, and for the preparation of plans, designs, environmental documentation and permit applications for potential public access improvements and natural resource protection at Tunitas Creek Beach.

LOCATION: Tunitas Creek Beach, unincorporated San Mateo County

PROGRAM CATEGORY: San Francisco Bay Area Conservancy Program

EXHIBITS

Exhibit 1: [Location and Site Maps](#)

Exhibit 2: [Photos](#)

Exhibit 3: [Project Letters](#)

RESOLUTION AND FINDINGS:

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

“The State Coastal Conservancy hereby authorizes the disbursement of an amount up to six million two hundred thousand dollars (\$6,200,000) to San Mateo County (County) to: (1) acquire approximately 58 acres at Tunitas Creek Beach in coastal San Mateo County (consisting of San Mateo County Assessor Parcel Numbers 081-060-03, 081-060-020, and 081-060-1300, collectively the “property”) for open space, coastal natural resource protection, and public access to the coast; and (2) to prepare plans, designs, environmental documents, and permit applications for potential coastal public access improvements and natural resource protections for the property (collectively, the “project”).

This authorization is subject to the following conditions:

1. Prior to the disbursement of funds for the acquisition portion of the project, the County shall submit for the review and approval of the Executive Officer of the Conservancy (Executive Officer):

Exhibit C: Staff Recommendation
TUNITAS CREEK BEACH ACQUISITION AND PLANNING

- a. All relevant acquisition documents for the acquisition including, without limitation, the appraisal, purchase and sale agreement, deed, escrow instructions, environmental or hazardous materials assessment, and title report;
 - b. A baseline conditions report;
 - c. A monitoring and reporting plan.
 - d. Evidence that sufficient funds are available to complete the acquisition.
2. The County shall pay no more than fair market value for the property, as established in an appraisal approved by the Executive Officer.
 3. The property acquired under this authorization shall be managed and operated for open space preservation, public access to the coast, and natural resource protection. The property shall be permanently dedicated to those purposes by an appropriate 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 publicly-viewable area, the design and location of which are to be approved by the Executive Officer.
 5. The County shall enter into a written agreement regarding management and operational activities for the Cowell-Purisima Coastal Trail by December 31, 2019.
 6. Prior to commencement of the planning portion of the project, the County shall submit for the review and written approval of the Executive Officer the following:
 - a. A detailed work program, schedule, and budget.
 - b. Names and qualifications of any contractors to be employed in carrying out the project.
 - c. A plan for acknowledgement of Conservancy funding.
 7. Prior to the disbursement of funds for the planning portion of the project, the County shall submit for the review and approval of the Executive Officer:
 - a. Evidence that the San Mateo County Board of Supervisors has approved the acquisition of the property and that the County has entered into a purchase and sale agreement with Peninsula Open Space Trust (POST), the seller of the property.
 8. To the extent appropriate, the County shall incorporate into the planning portion of the project the guidelines of the Conservancy's 'Standards and Recommendations for Accessway Location and Development' and the requirements of all applicable federal and state laws governing barrier-free access for persons with disabilities into the project."

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 authorization is consistent with Chapter 4.5 of Division 21 of the Public Resources Code, regarding the San Francisco Bay Area Conservancy Program.

2. The proposed project is consistent with the current Conservancy Project Selection Criteria and Guidelines.”
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PROJECT SUMMARY:

Staff recommends disbursement of up to \$6,200,000 to San Mateo County, acting through their Parks Department (County Parks) to: (1) acquire the scenic Tunitas Creek Beach property, located in coastal San Mateo County, and (2) conduct park planning for the property (together, the “project”). The proposed acquisition of this 58-acre property includes panoramic ocean views, nearly a mile of sandy beach and dune habitat, and a third of a mile of the Tunitas Creek riparian corridor from the mouth upstream to Highway 1 (Exhibit 1). Tunitas Creek Beach has long been considered a local gem, due to its long stretch of beautiful, wild, and secluded beach, and its dramatic rugged cliffs. The proposed project would secure a large portion of Tunitas Creek Beach for permanent coastal resource protection, open space, and coastal public access, and conduct the planning necessary to open the property to the public as a new San Mateo County Park, creating the first public coastal accessway to Tunitas Creek Beach.

For decades, this private property was accessed primarily by locals and surfers. More recently, this remote beach has become popular with visitors from throughout the Bay Area as a destination for both day use and informal overnight camping, including all-night parties with hundreds of people invited via social media. With no facilities and no park agency management, there has been a dramatic increase in adverse impacts on the property’s natural resources and public health and safety, including large amounts human waste and garbage riddling the beach and creek corridor, multiple injuries, and a drowning. The creek corridor has become a primary trail route to the beach, damaging in-creek habitat for steelhead and impacting water quality before it drains to the Pacific Ocean. Trespassers have illegally cut down tree branches to create trails and creek crossings and for use in bonfires. Dozens of crab poachers have been cited for illegally poaching crab from the remote beach. Unregulated access has also increased bluff and creek erosion and damaged sensitive plant and wildlife habitat, including suitable habitat for federally-listed western snowy plovers.

Ownership of the property will enable San Mateo County Parks to develop safe and sustainable public access and recreation opportunities, reduce unregulated use and illegal dumping, and restore the property’s natural resources. Conservancy funds will also enable County Parks to prepare design, environmental review and permitting documents, with the intention of eventually opening the property as a new county park. The park amenities the County anticipates as part of the plan for the property may include trails, restrooms, parking, interpretive signage on cultural and natural resources, and a potential ranger station to provide 24-hour presence of County Parks’ staff. These potential amenities will not only improve access to this scenic section of coast, but also protect the property’s sensitive biological and cultural resources.

To date, County Parks has reserved \$2 million for potential construction activities for the proposed park. Peninsula Open Space Trust (“POST”), the current owner of the property and

partner on the project, is striving to raise an additional \$2 million or more for a stewardship fund for Tunitas Creek Beach County Park.

With increased presence on this section of coast as a result of the acquisition, County Parks also intends to assume management responsibilities at the Cowell-Purisima Coastal Trail, located three miles north of the property. This popular segment of the California Coastal Trail is currently managed by POST; however, the trail is only open to the public on weekends due to POST's limited management capacity. POST, as the manager of the trail, and the Conservancy, a landowner of portions of the trail, are interested in having County Parks assume management responsibilities at the trail. County Parks is not seeking funds from the Coastal Conservancy for management and operations activities at Cowell-Purisima Coastal Trail.

Site Description: The 58-acre property is located within unincorporated San Mateo County, five miles south of Half Moon Bay. The property is comprised of three parcels bound by Tunitas Creek to the north, State Route 1 to the east, and the Pacific Ocean to the west. The bulk of the property is undeveloped and comprised of coastal bluffs, sandy beach and dune habitat, and a third of a mile of the Tunitas Creek riparian corridor. The only development on the property is a fire-damaged, two-story single-family dwelling, a dilapidated single-story cabin, and the remains of five additional cabins that were damaged by landslides associated with the 1997-1998 El Niño storms. There is one access road to the property from State Route 1. The property offers scenic views of the ocean, coastline, and dramatic cliffs at the north end of the beach. The remainder of Tunitas Creek Beach to the north of the proposed acquisition is private property with six small cabins on the bluff top and an access road from Highway 1 to the homes. East of the property across Highway 1 is the 1,660-acre Tunitas Creek Open Space Reserve, owned by Midpeninsula Open Space District.

The property supports a diversity of habitats including marine, sandy beach, dunes, northern coastal scrub, coastal terrace prairie, Monterey pine forest, coastal and valley freshwater marsh, red alder riparian forest, and a creek corridor. The property supports rare, endangered, and unique species including the federally threatened western snowy plover and the coastal marsh milkvetch, a California Native Plant Society listed rare plant.

Tunitas Creek Beach and surrounding areas have historically provided habitat for threatened or endangered species including steelhead, Coho salmon, California red legged frog, and the San Francisco Garter Snake. This lower section of creek provides a linkage to protected areas upstream including Tunitas Creek Open Space Preserve. Based on the presence of suitable habitat, two state species of special concern are also expected to occur on the property: California giant salamander and the Santa Cruz black salamander. A red alder riparian forest on the property is likely to provide habitat for San Francisco common yellowthroat, a California species of special concern.

The property is significant historically, as the Torose Village of the Cotegen Tribe was located at Tunitas Creek Beach (archaeological site P-41-000007). The area likely contains sensitive cultural resources and unrecorded archaeological sites. The property is also historically significant because the Spanish Portola expedition, the first European land exploration of Alta California, camped at Tunitas Creek on their historic journey in 1769. In addition, Tunitas Creek was the southern terminus of the Ocean Shore Railroad in the early 1900s. The County will undertake a cultural resource assessment as part of the planning process.

Grantee Qualifications: County Parks manages 23 parks and 194 miles of trail encompassing over 16,000 acres of parkland. It works to preserve San Mateo County’s natural and cultural treasures and provide safe, accessible parks, recreation, and learning opportunities to enhance the community’s quality of life. At the land-sea interface, County Parks has experience managing their popular Fitzgerald Marine Reserve, famous for its tidepools and seal colony. County Parks and POST have partnered successfully on similar projects, such as Pillar Point Bluff County Park, for which the Conservancy and the Wildlife Conservation Board provided grant funds.

Project History: Due to severe degradation occurring at Tunitas Creek Beach from unregulated public use and abuse over the past several years, there has been a strong outpouring of community support for establishing safe public access that limits adverse impacts to the area’s spectacular natural resources. The local community raised this concern to local and state officials and requested their assistance. In late 2017, POST used their ability to act quickly and acquired the property for \$5 million from the previous landowner with private funding to secure protection of the property. POST purchased the property with intention of selling it to County Parks, as POST lacks resources to manage natural resources and public access, and cannot open the property to the public under their ownership. In the summer of 2018, County Parks and POST worked with legislators to secure a \$5 million appropriation from the state general fund to the Conservancy for the creation of Tunitas Creek Beach County Park.

PROJECT FINANCING

Coastal Conservancy	\$6,200,000
Peninsula Open Space Trust	\$2,040,000
Project Total	\$8,240,000

The anticipated source of Conservancy funding for this project are from two appropriations. The first anticipated source of Conservancy funding is a \$5 million FY 2018/2019 appropriation from the General Fund specifically for “local grants for San Mateo County and its local partners for the Tunitas Creek Beach County Park” (SB 840, Mitchell, Chapter 29 (2018)).

The second anticipated source of Conservancy funding is \$1,200,000 million from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (“Proposition 84”), codified at Public Resources Code (PRC) Sections 75001-75130. Proposition 84 authorizes the use of these funds for the purpose of protecting and restoring beaches, bays and coastal waters and watersheds and for promoting access to and enjoyment of coastal resources of the state (PRC Section 75060). Consistent with PRC Section 75060, this proposed project will protect and restore Tunitas Creek Beach and promote access to and enjoyment of its coastal resources.

Section 75060(c) allocates funding specifically for the San Francisco Bay Area Conservancy Program (Chapter 4.5 of Division 21 of the Public Resources Code, Sections 31160-31165), 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.” The proposed project is consistent with Chapter 4.5 of Division 21, since the proposed acquisition and planning will conserve natural habitat values of the property and promote access to and enjoyment of coastal resources,

as further discussed below in “Consistency with Conservancy’s Enabling Legislation.” Tunitas Creek Beach is also located in an ocean-draining watershed of one of the nine counties in the San Francisco Bay Area Conservancy Program, so the project meets the requirements of Section 75060(c) of Proposition 84.

PRC Section 75070.4 requires acquisitions of real property pursuant to PRC Section 75060 to be from willing sellers. For the proposed project, POST is a willing seller of the Tunitas Creek Beach property to County Parks.

For projects that include the acquisition of property for natural resource protection, Proposition 84 requires the Conservancy to give priority to those projects that demonstrate one or more of the characteristics identified in PRC Section 75071. Conservancy staff gave priority to this project because it demonstrates three of the specified criteria in Section 75071: subsection (a), the project will protect the riparian corridor of Tunitas Creek, which provides a habitat linkage from the mouth of Tunitas Creek to protected areas upstream, including Midpeninsula Open Space District’s Tunitas Creek Open Space Preserve and facilitates wildlife movement and botanical transfer; subsection (c), acquisition of the property will support a relatively large area of under-protected major habitat types, including sandy beach, dune, and riparian habitat; and subsection (e), the project is supported by non-state matching funds and in-kind contributions, as POST, the seller of the property, is contributing additional funds in the form of a bargain sale and matching funds for planning. As also required by Section 75071(f), staff have submitted to the Natural Resources Agency an explanation as to whether and how the proposed acquisition meets these criteria, and posted this explanation on the Conservancy’s website.

POST will be donating substantial funds to the project by selling the property for less than the fair market value (final amount subject to a pending updated appraisal to the 2017 appraised value of \$5 million for the property), and will also provide \$240,000 in funding from the Gordan & Betty Moore Foundation to initiate park planning and Community Advisory Committee meetings.

County Parks and POST are also raising additional funds for management and stewardship costs, and are donating significant staff time and resources to the project. In addition, Midpeninsula Open Space District has committed funding to San Mateo County Parks for natural resource restoration, public access improvements, and management of Tunitas Creek Beach. Lastly, up to 15 members of a Community Advisory Committee are volunteering their time for the planning phase of the project. Funding has been committed by County Parks and POST for potential construction and operation of the proposed new park.

CONSISTENCY WITH CONSERVANCY’S ENABLING LEGISLATION:

The proposed project will be undertaken pursuant to Chapter 4.5 of Division 21 of the Public Resources Code, Sections 31160-31165, to address the natural resource and recreational goals of the nine-county San Francisco Bay Area.

Section 31162 authorizes the Conservancy to award grants in the nine-county San Francisco Bay Area to achieve specified goals of the San Francisco Bay Area Conservancy Program. Tunitas Creek Beach is located in San Mateo County, one of the nine counties of the San Francisco Bay Area, and so is part of the San Francisco Bay Area Conservancy Program. Consistent with Section 31162(b), the proposed project will protect natural habitats, and will also serve as a

connecting corridor to other open space resources of regional importance, such as Tunitas Creek Open Space Preserve. 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 (PRC Section 30210). Consistent with Section 31162(d), the project will enhance public access to the San Mateo coast, a natural area that is within a short drive of the urban population of the Bay Area. Consistent with Section 31163(a), POST is willing to sell the Tunitas Creek Beach property to County Parks. Consistent with Sections 31163(c), the project is: (1) supported by local and regional plans, including the San Mateo County Local Coastal Program; (2) serves a multijurisdictional area, as visitors from around the Bay Area and California are likely to visit the proposed Tunitas Creek Beach County Park; (3) the project can be implemented in a timely way, as the acquisition is anticipated to close before the end of 2019; (4) the project provides opportunities for benefits that could be lost if the project is not quickly implemented, as opening the property to the public would be significantly delayed; and (5) the project includes matching funds from other sources (see “Project Financing” section above).

**CONSISTENCY WITH CONSERVANCY’S [2018-2022 STRATEGIC PLAN](#)
GOAL(S) & OBJECTIVE(S):**

Consistent with **Goal 2, Objective B** of the Conservancy’s 2018-2022 Strategic Plan, the proposed project will open new coastal areas to the public.

Consistent with **Goal 2, Objective C** of the Conservancy’s 2018-2022 Strategic Plan, the proposed will design access facilities to enhance coastal recreation.

Consistent with **Goal 2, Objective G** of the Conservancy’s 2018-2022 Strategic Plan, the proposed project entails acquiring land for development of new coastal accessways.

Consistent with **Goal 5, Objective A** of the Conservancy’s 2018-2022 Strategic Plan, the proposed project will protect 58 acres of a significant coastal and watershed resource property.

**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:**

- *California @ 50 Million: The Environmental Goals and Policy Report (2015)*: The project is consistent the Plan’s 3rd key area to “steward and protect natural and working landscapes” including Action 1, which calls for the support of landscape-scale approaches to conservation that account for multiple benefits. Acquisition and proper management of the property will provide multiple ecosystem benefits, including habitat protection and reduction of negative impacts to water quality in Tunitas Creek and Pacific Ocean.
 - *California Water Action Plan (2016 Update)*: The project is consistent with Action 4 to “protect and restore important ecosystems,” including protecting and restoring coastal watersheds. The proposed project protects Tunitas Creek from future degradation.
 - *CA Wildlife Action Plan (2015 Update)*: The project furthers the statewide recommended actions under Section 4.2.7 for Conservation Strategy 1: Land Acquisition, Easement, and Lease, by “protect[ing] land and/or water through acquisition fee-title ownership or...conservation easements” for the following identified conservation targets in the Central Coast Province: American Southwest Riparian Forest and Woodland and Coastal Dune and Bluff Scrub.
 - *CA Climate Adaptation Strategy/Safeguarding California (2018 Update, p.140)*: The project is consistent with the action set forth in this plan to develop management practices to help safeguard species and ecosystems from climate risks. By protecting habitat and water quality in Tunitas Creek and the Pacific Ocean the project protects critical connectivity between Tunitas Creek, the Monterey Bay National Marine Sanctuary, and the California Coastal National Monument.
4. **Support of the public:** The project has broad support of the public, local community groups, public agencies, and elected officials as demonstrated by the letters attached as Exhibit 3 including San Mateo County Supervisors Don Horsley and Carole Groom; Senator Jerry Hill, State Assemblymembers Marc Berman and Kevin Mullin; Surfrider Foundation; and Committee for Green Foothills.
 5. **Location:** The proposed project would be located within the coastal zone of San Mateo County.
 6. **Need:** Without Conservancy funding, County Parks will be unable to acquire the property and the property would remain closed to the public. POST, the current landowner, lacks the resources to manage public access and does not plan to open the property to the public. Without County Parks’ involvement, the property will remain closed. In addition, County Parks has limited resources to complete the extensive planning and design of new facilities, and Conservancy funds will ensure the project does not experience delays due to budget constraints.
 7. **Greater-than-local interest:** The proposed project has regional significance with respect to recreation and natural resources. The project will enable County Parks to provide public access and coastal recreation to one of San Mateo County’s most beautiful beaches while also protecting significant natural resources in a coastal watershed that drains to the ocean, conserving landscape-level linkages, and benefiting federally-listed threatened and endangered species, including the coastal marsh milkvetch and western snowy

plover. Midpeninsula Regional Open Space District identifies the Tunitas Creek watershed as a Tier 1 conservation priority.

8. **Sea level rise vulnerability:** The project is located in an area vulnerable to sea level rise due to its location at the edge of the Pacific Ocean. The property's beach, dune, and bluff habitats are vulnerable to sea level rise and increased erosion due to rising sea levels. This project will ensure the protection of these natural areas in order to increase the adaptive capacity of these habitats in response to climate change. The park planning portion of this project will incorporate sea level rise considerations in its design, including increasing resilience of the property's habitats to sea level rise. Managed access through the Property is expected to improve soil and vegetation conditions that support adaptation to sea level rise.

Additional Criteria

9. **Urgency:** Managed access is urgently needed as people travel from around the Bay Area and world to visit California's beaches, and Tunitas Creek Beach is known throughout social media as a hotspot for illegal beach access. Impacts from unregulated beach access are damaging sensitive and unique coastal resources and threatening public safety.
10. **Resolution of more than one issue:** The project will protect rare and declining habitat types from degradation through unmanaged public use and will provide new opportunities for public access.
11. **Leverage:** See the "Project Financing" section above.
12. **Readiness:** County Parks and POST are currently working on a purchase and sale agreement for the transaction, and the acquisition is expected to be completed by the end of 2019. Park planning has recently begun through POST's assistance with matching funds to initiate planning work and convene a Community Advisory Committee.
13. **Cooperation:** This project is a collaboration between many partners: San Mateo County, POST, the local community, and state legislatures have worked together to secure funding for the project; POST and County Parks have worked cooperatively for the development and implementation of the project; public input in the planning process will be provided by Community Advisory Committee; and San Mateo County Resources Conservation District plans to contribute to habitat restoration activities.

CEQA COMPLIANCE:

The proposed acquisition of the property is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations (CCR) Section 15325, as a transfer of ownership of land to preserve open space and habitat. Under Section 15325(a), the acquisition is as a transfer of ownership of land to preserve existing natural conditions, including plant and animal habitats. The property currently supports rare, endangered, and unique species; with the transfer of the property to County Parks, the property will be protected from human impact and potential development that damages sensitive biological and cultural resources. Under Section 15325(f), the acquisition is a transfer of property ownership to preserve lands for park purposes. County Parks is acquiring Tunitas Creek Beach specifically to preserve open space and habitat, and intends to eventually open the property to the public as a park, subject to environmental review in compliance with CEQA.

The planning phase of the proposed project is statutorily exempt from the provisions of CEQA pursuant to Title 14 CCR Section 15262, as it involves only planning for future actions which have not yet been approved or funded. The planning activities anticipated under this proposed project include environmental review in compliance with CEQA, and will consider environmental factors. With this authorization, the Conservancy is only approving the acquisition of the property for a potential county park and the preparation of plans for the park; the anticipated plans and any potential improvements for the proposed park at Tunitas Creek Beach will not be approved without undergoing environmental review in compliance with CEQA.

Upon Conservancy approval, staff will file a Notice of Exemption.