



**CITY COUNCIL AGENDA
REGULAR MEETING
CITY OF HALF MOON BAY**

TUESDAY, MARCH 4, 2025

**HYBRID MEETING (SEE NEXT PAGE)
ADCOCK COMMUNITY CENTER
535 KELLY AVENUE
HALF MOON BAY, CA 94019**

**Robert Brownstone, Mayor
Debbie Ruddock, Vice Mayor
Patric Jonsson, Councilmember
Paul Nagengast, Councilmember
Deborah Penrose, Councilmember**

7:00 PM

This agenda contains a brief description of each item to be considered. Those wishing to address the City Council on any matter not listed on the agenda, but within the jurisdiction of the City Council to resolve, may come forward to the podium during the Public Forum portion of the agenda and will have a maximum of three minutes to discuss their item. Comments on City Manager Updates and Consent Calendar items should be made during the Public Forum section of the agenda. Those wishing to speak on a Business or Public Hearing matter will be called forward at the appropriate time during that item's consideration.

Please Note: Anyone wishing to present materials to the City Council, please submit seven copies to the City Clerk.

Copies of written documentation relating to each item of business on the agenda are on file in the Office of the City Clerk at City Hall where they are available for public inspection. If requested, the agenda shall be available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132.) Information may be obtained by calling 650-726-8271.

In compliance with the Americans with Disabilities Act, special assistance for participation in this meeting can be obtained by contacting the City Clerk's Office at 650-726-8271. A 48-hour notification will enable the City to make reasonable accommodations to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II).

<http://hmbcity.com/>

**Wi-Fi: HMB Public
Password: Recreation1**

HYBRID MEETING PARTICIPATION PROTOCOLS

*This meeting will be held in-person and via Zoom for public participation. Remote participation is provided as a supplemental way to provide public comment, but this method does not always work. The public is encouraged to attend in person to ensure full participation. Public comments may be made in-person or remotely via Zoom, and interpretation will be available. All Councilmembers and staff will participate in person. During any public comment portions, attendees may use the "raise your hand" feature and will be called upon and unmuted when it is their turn to speak. The meeting will also be streamed on Channel 27, on pacificcoast.tv, and on Facebook at www.facebook.com/cityofhalfmoonbay. Please click to join the webinar: <https://us06web.zoom.us/j/87674804231> or join by phone at 669-900-9128, using Webinar ID 876-7480-4231. If joining by phone, use *9 to raise your hand, *6 to mute and unmute.*

ROLL CALL / PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PROCLAMATIONS AND PRESENTATIONS

SEACREST KINDERGARTENERS STORM DRAIN SUPERHERO RECOGNITION
AGE-FRIENDLY HALF MOON BAY COASTSIDE ACTION PLAN UPDATE
SETON COASTSIDE UPDATE

MAYOR'S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE

REPORT OUT FROM RECENT CLOSED SESSION MEETINGS

CITY MANAGER UPDATES TO COUNCIL

PUBLIC FORUM

1. CONSENT CALENDAR

1.A WAIVE READING OF RESOLUTIONS AND ORDINANCES

2. ORDINANCES AND PUBLIC HEARINGS

3. RESOLUTIONS AND STAFF REPORTS

3.A APPOINTMENT OF A YOUTH MEMBER TO THE PARKS AND RECREATION COMMISSION

Staff Recommendation: Appoint a youth member to the Parks and Recreation Commission to fill one of two scheduled vacancies.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

3.B MID-YEAR OPERATING BUDGET REVIEW AND ADOPTION OF RESOLUTION TO AMEND THE FISCAL YEAR 2024-25 BUDGET

Staff Recommendation: Adopt the attached Resolution to amend the FY 2024-25 Operating and Capital Budget.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

[ATTACHMENT 3](#)

[ATTACHMENT 4](#)

3.C UPDATE ON THE CRISIS ASSISTANCE RESPONSE & EVALUATION SERVICES (CARES) MENTAL HEALTH RESPONSE PROGRAM

Staff Recommendation: Receive an update on the Crisis Assistance Response & Evaluation Services (CARES) mental health response program and provide feedback and direction on the future of the program.

[STAFF REPORT](#)

3.D BUDGET AMENDMENT FOR JOHN L. CARTER PARK IMPROVEMENTS PROJECT (CIP NO. 0611)

Staff Recommendation: Adopt a resolution authorizing the Administrative Services Director to transfer \$1,435,000 to Capital Improvement Project No. 0611 – John L. Carter Park Improvements Project.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

3.E SALE OF PARCEL 830 STONE PINE ROAD TO SAN MATEO COUNTY AND RELATED MATTERS

Staff Recommendation: It is recommended that the City Council 1) Provide the opportunity for the consideration of any public protests regarding the determination that the sale of 6.87 acres referred to as Parcel 1 of Stone Pine Cove Parcel map at 830 Stone Pine Road (“Parcel”) to the County of San Mateo is in the public interest and convenience; and 2) Adopt a resolution (see Attachment 1) finding that public interest and convenience requires the sale of the Parcel and further declaring its intent to sell the property to the County of San Mateo; and 3) Adopt a resolution authorizing the City Manager to execute a Purchase Sale Agreement (PSA) with the County of San Mateo for the Parcel in the amount of \$1,234,000 and acknowledging that the proceeds be used as a prepayment credit under the First Amendment to the Sublease associated with 880 Stone Pine Road; and 4) Adopt a resolution authorizing the City Manager to enter into an Operations and Maintenance

MOU between the City and County of San Mateo regarding City's commitment to maintain and County's commitment to fund the maintenance and operations of certain improvements within the Parcel (830 Stone Pine Road).

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

[ATTACHMENT 3](#)

3.F SALE AND TRANSFER OF WAVECREST PARCELS TO COASTSIDE LAND TRUST

Staff Recommendation: Adopt a resolution finding the sale exempt from the Surplus Lands Act and authorizing the City Manager to execute an Agreement to Sell/Transfer properties acquired through tax default sale to Coastside Land Trust (CLT) to assist in the completion of the Wavecrest Trail Project (extension of the California Coastal Trail and expanded beach access) and protection/restoration of coastal bluff habitat.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

COMMISSION / COMMITTEE UPDATES

FOR FUTURE DISCUSSION / POSSIBLE AGENDA ITEMS

CITY COUNCIL REPORTS

ADJOURNMENT

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **March 4, 2025**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Maggie Rodriguez, Assistant City Clerk

TITLE: **APPOINTMENT OF A YOUTH MEMBER TO THE PARKS AND RECREATION COMMISSION**

RECOMMENDATION:

Appoint a youth member to the Parks and Recreation Commission to fill one of two scheduled vacancies.

FISCAL IMPACT:

None associated with this report.

STRATEGIC ELEMENT:

This recommendation supports the *Inclusive Governance* Element of the Strategic Plan.

BACKGROUND:

The Parks and Recreation Commission was re-formed by resolution of the City Council on May 16, 2017. The Commission was formed as a five-member advisory board. At this same meeting the City Council adopted, by resolution, Commission By-Laws which provide guidance for the operation and governance of the Parks and Recreation Commission. The By-Laws have not been revised since approved in 2017.

The Bike Pedestrian Advisory Committee By-Laws were modified several years ago to include a youth member. Each of the youth members has provided invaluable insight and input to that Committee.

On August 28, 2024, the Parks and Recreation Commission requested staff seek City Council approval for adding youth representation to the Commission.

City Council directed staff on October 1, 2024, to adopt a resolution amending the Parks and Recreation Commission By-Laws providing for the addition of two youth members for a total of seven regular (voting) members. The scheduled vacancies were duly noticed to the community via multiple outlets.

DISCUSSION:

Only one willing to serve form was submitted for the Youth Parks and Recreation Commission vacancies. Therefore, staff recommends the appointment of the applicant.

ATTACHMENT:

Willing to Serve form received

Print

Willing to Serve - Submission #9012

Date Submitted: 1/30/2025

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

Commission or Committee for which you are applying:*

- Planning Commission
- Parks and Recreation Commission
- Main Street Bridge Advisory Committee
- General Plan Advisory Committee
- Bicycle and Pedestrian Advisory Committee
- Architectural Advisory Committee

Name*

Aiden des Tombe

Address*

[REDACTED]

City*

Half Moon Bay

Zip code*

94019

Phone 1*

[REDACTED]

Phone 2

[REDACTED]

Email

aidenozan@gmail.com

Occupation*

Student

Current employer

Straight Wheel Cycling

Employer address

436 Purissima St

City

Half Moon Bay,

Zip code

94019

How long have you lived in Half Moon Bay?*

15 years

Educational background*

Half Moon Bay HS

Professional experience*

Bike mechanic

Civic activities and community involvement*

Bike temple, Junior guards

Please include any present or past membership on county or city boards, commissions, committees, community groups, or other organizations

Are you able to attend:*

- Night meetings
- Daytime meetings
- Either night or daytime meetings

Why are you seeking to be appointed to a City commission or committee?*

I am a very active person, love HMB and want to pursue degree in Recreation Parks and Tourism at CalPoly

Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?*

- Yes
- No

How did you become aware of this opportunity to serve?*

HMBHS

Today's date*

1/30/2025

Signature*



Checking this box constitutes your signature and confirms that the information provided is accurate

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **March 4, 2025**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Lisa Rossi, Administrative Services Director
Kenneth Stiles, Finance Manager

TITLE: MID-YEAR OPERATING BUDGET REVIEW AND ADOPTION OF RESOLUTION TO AMEND THE FISCAL YEAR 2024-25 BUDGET

RECOMMENDATION:

Adopt the attached Resolution to amend the FY 2024-25 Operating and Capital Budget.

FISCAL IMPACT:

General Fund revenues for FY 2024-25 are amended to \$20,897,074, reflecting a \$213,450 decrease. General Fund expenditures are adjusted to \$25,596,750, an increase of \$446,000 over the adopted FY 2024-25 budget, of which \$220,000 was previously approved by the Council. Non-General Fund revenues are amended to \$38,011,163 and Non-General Fund expenditures to \$47,767,697. Details are below in the Discussion section.

STRATEGIC ELEMENT:

This recommendation supports the *Fiscal Sustainability* and *Inclusive Governance* Elements of the Strategic Plan.

BACKGROUND:

The City Manager and Finance Department staff completed a Mid-Year Budget Analysis and are proposing adjustments to the FY 2024-25 Adopted Budget.

As part of the typical mid-year budget review, Department Heads were directed to review their expenditures and revenues in FY 2024-25 and to provide projections (and any proposed modifications) in order to identify significant variances which may necessitate amendments. Finance staff met with each department to discuss and finalize the Revised FY 2024-25 budget recommendations. In contrast to prior years, departments have refrained from requesting any major changes to staffing or programs, in recognition of the City's fiscal situation.

Year-end adjustments in operating expenditures exceeding \$10,000 of the adopted budget are considered material in nature and are proposed for budget adjustment. Revenue

adjustments are described in the body of this staff report and an itemized version is attached (Attachment #3). The estimates in the Mid-Year Financial Analysis will be revisited in the development of the FY 2025-26 budget and significant and material changes will be presented as part of the annual financial presentation.

DISCUSSION:

This mid-year budget report will focus on the following key objectives:

1. Updating Council on General Fund revenues and expenditures including adjustments
2. Updating Council on all other fund revenues and expenditures including adjustments
3. Updating Council on the Five-Year Forecast and Fiscal Year 2025-26 projected deficit

GENERAL FUND

The General Fund is the City’s main operating fund, covering day-to-day activities such as administration, law enforcement and public safety, public works, community development, economic development, community services, and recreation. It receives various revenues, including transient occupancy tax (TOT), sales tax, property tax, business registration fees, and service fees.

Transient Occupancy Tax

Transient Occupancy Tax (TOT) makes up 40% of all general fund revenues and represents the City’s primary source of revenue. This revenue stream is also the most sensitive to changes in the local, national, and global economy, requiring careful monitoring throughout the year.

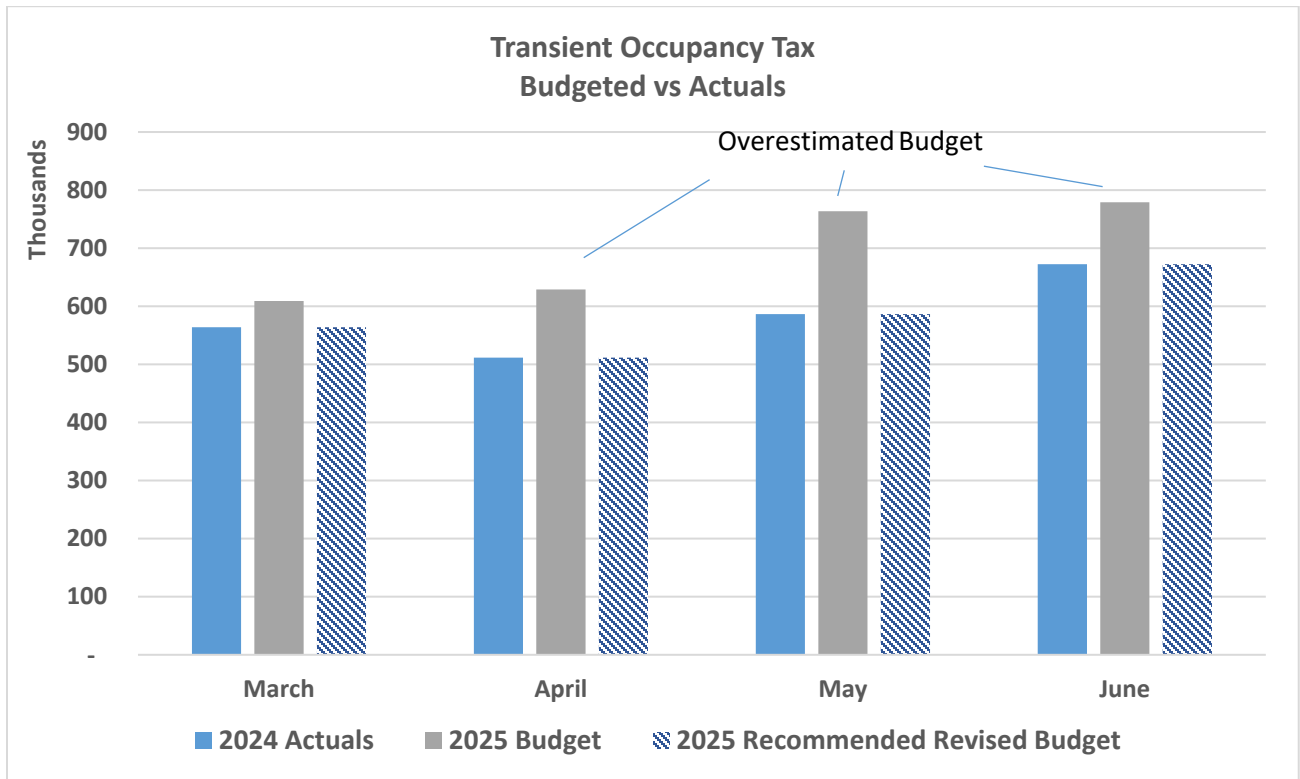
The following table presents TOT revenues from the past three fiscal years, along with the adopted and recommended budgets for FY 2024-25.

	Actuals			Budget	
	FY 2021-22	FY 2022-23	2023-24	Adopted FY 2024-25	Recommended FY 2024-25
Transient Occupancy Tax	9,442,518	8,852,640	8,167,938	8,626,313	8,343,730

TOT revenues in the last three months of FY 2023-24 fell short of both the budgeted expectations and prior-year actuals. Because this data was not yet available during the FY 2024-25 budget process, the City initially adopted an estimate of \$8.6 million. However, updated revenue data indicates that this estimate is overly optimistic.

Based on current trends, the conservative estimate for FY 2024-25 is \$8.3 million, assuming revenue remains consistent with the prior year.

The following chart compares 2024 actuals, the 2025 budget and the recommended revision to the budget.



In addition to internal analysis, the City consulted its TOT operator, who also considers insights from local, state, and national trends. The table below outlines the various projections.

Source	Amount (millions)	Assumption
Finance – Low (Recommended)	\$ 8.3	Remainder of the year is identical to prior year (2024)
TOT Operator - Conservative	\$ 8.3	
Finance - Moderate	\$ 8.4	Assumes current trends hold and 2024 spring dip was outlier
TOT Operator - Moderate	\$ 8.6	

Given the above, staff recommends a TOT budget of \$8.3 million for the year, which is a \$282 thousand (3%) decrease from the adopted budget.

Revenues

The total revised estimates for General Fund revenues are projected to be \$20,897,074 or \$213,450 (1%) lower than the Adopted Budget of \$21,110,524.

The following table illustrates the adopted and revised budget recommendations:

General Fund Revenues	Adopted Budget	Mid-Year Proposal	Revised Budget	% Change
Transient Occupancy Tax	8,626,313	(282,583)	8,343,730	-3%
Property Taxes	3,845,734	81,127	3,926,861	2%
Sales & Use Taxes	3,283,100	(334,686)	2,948,414	-10%
Other Revenues	5,355,377	322,692	5,678,070	6%
Total	21,110,524	(213,450)	20,897,074	-1%

- Transient Occupancy Tax** As noted above, a late spring decline in the prior fiscal year suggests the adopted budget was optimistic. While the original estimate remains possible, TOT’s volatility warrants a more cautious approach. The revised forecast lowers revenue to \$8.3 million, reflecting a \$282 thousand (3%) decrease from the adopted budget.
- Property Taxes** As noted in the 2nd Quarter Financial Report, presented to Council February 18, 2025, this revenue stream remains on track. Higher-than-expected property transfer taxes in the first half of the year, along with a larger-than-anticipated ERAF allocation, are projected to result in an overall increase of \$81 thousand or 2% from the adopted budget.
- Sales & Use Taxes** At the midway point, the City has received only 32% of the budgeted amount, compared to the 36% benchmark, indicating underperformance. This decline is primarily due to decreased tourism activity and slowdowns in the transportation and construction sectors. As a result, staff recommends a \$334 thousand (10%) reduction in the budget. This is a conservative estimate given the uncertainty in tourism and the broader economic environment.
- Other Revenues** This category includes various revenue streams such as business licenses, golf facility fees, parking fees, development-related fees, and grant funding. The overall increase is largely driven by higher development-related fees, Poplar Beach parking revenue, and parking citations. While some individual line items are being adjusted up or down (see Attachment #3), the net impact is an increase to \$5.6 million, reflecting a \$322 thousand (6%) gain from the adopted budget.

Expenditures

Given the City’s fiscal challenges, operating departments were advised against budget increases unless absolutely necessary.

The table below highlights the only General Fund expenditure appropriation adjustments for Council consideration:

Actions	Request
Operating Expenditures for City Attorney	77,000
Operating Expenditures for City Clerk / Communications	23,000
Operating Expenditures for Community Development	126,000
Total General Fund Requests	226,000

- **Operating Expenditures for City Attorney**
 In the City Attorney Division, Staff is requesting an additional \$77,000. While general City legal matters have not changed significantly, litigation costs have continued to rise. Unfortunately, the City cannot control the nature or timing of lawsuits and must ultimately defend itself as appropriate. This increase is not programmatic in nature or necessarily ongoing but may extend into future fiscal years.
- **Operating Expenditures for City Clerk / Communications**
 Staff is requesting an additional \$23,000 to cover rising costs for The Currents Magazine, the City’s quarterly print newsletter that provides updates on projects and initiatives. The increase is primarily due to a new State requirement mandating the use of 30% post-consumer recycled paper, which is more expensive than traditional materials.
- **Operating Expenditures for Community Development**
 In the Planning Division, staff is requesting \$126,000 to support the development of multi-family residential objective design standards in compliance with recent state legislation. In September 2024, the City Council approved a \$170,000 contract for this work, which was not fully included in the FY 2024-25 budget. While the department can cover most of the cost through savings, this request funds the remaining balance.

Projected General Fund Balance

Should the Council approve the recommendations listed above, the ending General Fund balance as of June 30, 2025, is projected to be approximately \$9.6 million which includes \$8.6 million in reserves and \$1 million in unassigned fund balance.

The projected fund balance for the General Fund is shown below:

GENERAL FUND: FUND BALANCES

	Adopted Budget FY 2024-25 Before Audit	Adopted Budget FY 2024-25 after Audit	Revised Budget FY 2024-25
Beginning Fund Balance*	\$ 12,691,700	\$ 14,367,928	\$ 14,367,928
Total Revenues	21,110,524	21,110,524	20,897,074
Expenditures			
Operating Expenditures	23,390,375	23,390,375	23,616,375
Capital Transfers	1,760,100	1,760,100	1,980,100
Total Expenditures	25,150,475	25,150,475	25,596,475
Ending Fund Balance	8,651,749	10,327,977	9,668,527
Reserves (Operating & Economic)	8,651,749	8,651,749	8,651,749
Unassigned Fund Balance	(0)	1,676,228	1,016,778

**At the time of budget adoption, the beginning fund balance was unavailable and estimated. With the completion of the audit in December, that number has been finalized.*

The decrease in unassigned fund balance from adopted (after audit) to revised budget is directly attributable to budget amendments during the year, and adjustments to revenues and expenditures as highlighted above.

It is important to note that this council agenda packet includes another item that allocate additional funding to Carter Park, partially using unassigned balances. If approved by the Council, the fund balance structure would be as follows:

	Revised Budget FY 2024-25 (w/Carter Park)
Beginning Fund Balance*	\$ 14,367,928
Total Revenues	20,897,074
Expenditures	
Operating Expenditures	23,616,375
Capital Transfers	2,655,100
Total Expenditures	26,271,475
Ending Fund Balance	8,993,527
Reserves (Operating & Economic)	8,651,749
Unassigned Fund Balance	341,778

NON-GENERAL FUNDS

Non-General Funds include the following categories:

- **Special Revenue and Capital Funds**, including Storm Drain, Main Street Bridge, Gas Tax, Streets and Roads, Measure A & W, Traffic Mitigation, Library Operating and Capital, Parks Development, Affordable Housing, Citizens’ Option for Public Safety (COPS) Grant, Public Facilities, General Capital and Land Assets funds.
- **Enterprise Funds**, including Sewer Operating and Capital funds, and
- **Internal Service Funds**, including Vehicle and Equipment Replacement, Risk Management, and Pension Stabilization funds.

Revenues

Revised estimates for all other fund revenues are projected at \$38 million, reflecting a \$13.3 million (54%) increase over the adopted budget of \$24.7 million. This increase is primarily due to the recognition of previously approved items, including grants related to capital projects and the Opportunity Center of the Coastside.

Of the total increase, \$867 thousand represents adjustments relevant for the current fiscal year. Attachment #2 provides full details on previously approved items, while Attachment #3 outlines itemized revenue changes.

The table below outlines the adjustments by fund category:

Other Funds	Adjustments				Revised Budget	% Change
	Adopted Budget	Previously Approved	Mid-Year Proposal	Total Adjustment		
Enterprise Funds	7,180,010	-	247,139	247,139	7,427,149	3%
Special Revenue & Capital	9,720,338	8,636,776	542,591	9,179,367	18,899,704	94%
Internal Service	146,325	-	77,944	77,944	224,269	53%
Transfers in (<i>various funds</i>)	7,677,439	3,782,603	-	3,782,603	11,460,041	49%
Total	24,724,111	12,419,379	867,674	13,287,052	38,011,163	54%

- **Enterprise Funds** During the June 2024 budget adoption, staff estimated sewer rate charges for the fiscal year. Following the final sewer rate calculations in July 2024, an adjustment is needed to reflect the actual amount. Additionally, the City has received higher-than-anticipated sewer connection fee revenues. In total, staff is requesting a \$247,139 adjustment.
- **Special Revenue & Capital Funds** Staff is requesting an additional \$867 thousand adjustment to these funds. This is primarily from gains in interest and special restricted revenues such as the rental registration fees, impact development fees, and allocations from the State for streets and roads.
- **Internal Service Funds** Due to rising interest rates, staff is anticipating slightly more interest to be received during the fiscal year. An adjustment of \$77,944 is recommended.

Expenditures

Non-General Fund expenditures comprise \$32 million of the City’s \$57 million total adopted expenditure budget. These expenditures are proposed to be amended by an increase of \$15 million which includes \$13 million previously approved by Council as outlined in Attachment #3. The remaining \$1.7 million in requests are outlined below:

Actions	Request	Justification
CIP # 1024 - Downtown Streetscape Master Plan	(183,435)	To close out phase of project, see CIP # 1032 for implementation
Fund 126 - Affordable Housing	1,894,239	To recognize the remaining grant monies from the County (\$1.1 M) and the State (\$755K) available for affordable housing efforts
Fund 128 - COPS Grants	40,000	To cover costs of the automate license plate reader pilot program
Total Non-General Fund Requests	1,750,805	

GENERAL FUND FORECAST

Forecasting is an essential budgeting tool that helps the City anticipate and address long-term fiscal challenges. It plays a key role in the annual budget process by ensuring financial sustainability and guiding decision-making.

As part of the FY 2023-24 budget development, staff conducted a five-year General Fund forecast, analyzing economic trends, projected costs, and historical revenue patterns. This forecast identified a structural deficit beginning in FY 2023-24, driven by rising public safety costs and a decline in major revenues followed by stagnant growth.

To address these challenges, staff took a comprehensive approach by eliminating all discretionary expenditures that do not affect service levels, working with the Finance Committee to evaluate potential revenue enhancements, and identifying one-time funding sources that could provide temporary relief while longer-term solutions are explored. Additionally, the City is finalizing a cost allocation and fee study to ensure the cost of services are recovered.

In November 2024, voters approved Measure R, increasing the sales tax rate by 0.50%, effective April 1, 2025. This measure is expected to generate \$2 million annually beginning next fiscal year. While this new revenue stream provides some relief, the projected structural deficit for FY 2025-26 remains at \$3 million. The shortfall is primarily due to stagnant revenue growth and increasing non-discretionary costs, including public safety, legal expenses, and pension obligations.

Without further action, the City’s structural deficit will continue to grow, depleting reserves and leading to a negative fund balance by FY 2027-28. To maintain long-term fiscal stability,

additional adjustments will be necessary in future budget cycles.

Preparing the FY 2025-26 Budget

With Measure R's revenue increase, reductions to discretionary expenditures, and one-time funds identified, the City has taken steps to address its fiscal challenges. However, a \$3 million structural deficit remains for FY 2025-26, and current revenue trends suggest continued constraints in future years.

In March 2025, Finance staff will issue budget instructions to all departments for the FY 2025-26 budget cycle. Departments will be asked to review their operations and identify any further opportunities to reduce expenditures, while maintaining core service levels.

Given the limited options for further reductions while maintaining current service levels, staff will refine revenue forecasts, assess one-time funding availability, incorporate findings from the fee study, and develop budget-balancing options under the guidance of the Finance Committee. These options will be based on the City's core services, strategic plan, and long-term fiscal health.

Ultimately, achieving a balanced budget will necessitate guidance from the entire Council. The Finance Committee's recommendations will be incorporated into a draft budget, which will be presented to the City Council for discussion in June 2025.

The goal of this budget process is to ensure long-term fiscal sustainability, while aligning with community priorities and operational needs. Staff will continue monitoring economic conditions and providing analysis to support the Council in evaluating all available options.

ATTACHMENTS:

1. Resolution authorizing adjustments to the FY 2024-25 Operating and Capital Budget
2. FY 2024-25 City Council Previously Approved Budget Items
3. FY 2024-25 Itemized Revenues & Expenditure Adjustments
4. FY 2024-25 Summaries of Revenues, Expenditures and Fund Balances By Fund

RESOLUTION NO. C-2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
APPROVING ADJUSTMENTS TO THE FY 2024-25 OPERATING AND CAPITAL BUDGET**

WHEREAS, the City Council adopted the Fiscal Year 2024-25 Annual Operating and Capital Budget on June 18, 2024; and

WHEREAS, the City Council has reviewed the Mid-Year Budget analysis and requested adjustments; and

WHEREAS, the City Council desires to amend the appropriations limit, pursuant to California Constitution Article XII B, for fiscal year 2024-25 to \$73,364,172.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Half Moon Bay hereby approves the budget adjustments needed for the City-wide revenues and expenditures to be as follows:

	Mid-Year Budget	
	Revenue	Expenditures
GENERAL FUND	20,897,074	25,596,475
ENTERPRISE FUNDS		
Sewer Operating	9,210,208	7,952,639
Sewer Capital	182,492	2,921,063
SPECIAL REVENUE FUNDS		
Storm Drain Operating	10,463	100,000
Traffic Mitigation	216,298	3,151,054
Library Operation	479	-
Main Street Bridge	-	-
Gas Tax	708,500	672,958
Streets and Roads	13,422,096	13,987,625
Measures A	475,585	272,463
Park/Facilities Development	3,968,446	4,083,049
Affordable Housing	301,161	2,164,239
Public Facilities	157,294	896,554
Police Grants	225,731	100,000
Measure W	217,414	-
Lot Retirement/Acquisition	42,840	-
CZI Grant	8,971	196,808
Opportunity Coastside Center	1,649,710	1,175,022
Federal Grants	-	-
Judgement Obligation Bond	-	-
Capital General	3,963,865	5,432,308
Drainage Capital	200,424	1,565,127
Library Capital	28,129	-
INTERNAL SERVICE FUNDS		
Vehicle Replacement	82,522	77,000
Equipment Replacement	565,103	533,178
Risk Management	970,465	1,140,177
Pension Stabilization	1,402,966	1,346,432
	58,908,238	73,364,172

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted on the 4th day of March 2025, by the City Council of the City of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

Maggie Rodriguez, Assistant City Clerk

Robert Brownstone, Mayor

**City of Half Moon Bay
FY 2024-25 Revised Budget
Previously Approved Budget Items**

Fund	Description	Council Date	FISCAL IMPACT	
			Revenue	Expenditure
Various	Final audited CIP funds carried over from prior years - Outside Sources	<i>Prior Fiscal Year(s)</i>	7,018,266	8,154,181
Various	Final audited CIP funds carried over from prior years - Transfers	<i>Prior Fiscal Year(s)</i>	3,562,603	3,562,603
Various	Carryover special grants and initiatives (i.e. OCC, CZI, Rent Control)	<i>Prior Fiscal Year(s)</i>	1,618,510	1,596,808
151	CIP # 1036 Main Street Bridge Maintenance Project	10/1/2024		200,000
151	Transfer from General Fund to fund CIP Projects	10/1/2024	200,000	
101	Transfer out of General Fund to fund CIP Projects	10/1/2024		200,000
151	CIP # 1032 Downtown Streetscape Master Plan Implementation	11/19/2024		20,000
151	Transfer from General Fund to fund CIP Projects	11/19/2024	20,000	
101	Transfer out of General Fund to fund CIP Projects	11/19/2024		20,000
123	CIP # 0593 - Poplar Street Traffic Calming	2/18/2025		50,000
			12,419,379	13,803,592
NET FISCAL IMPACT OF CURRENT YEAR ADJUSTMENTS			(270,000)	

**City of Half Moon Bay
FY 2024-25 Revised Budget
Summary of Revenue & Transfers by Fund**

Fund Name	Actual 2023-24	Adopted 2024-25	Budget Adjustments		Revised 2024-25	% Change over Adopted
			Previously Approved	Mid-Year Adjustments		
GENERAL FUND	\$ 24,404,648	\$ 21,110,524	\$ -	(213,450)	\$ 20,897,074	-1.0%
ENTERPRISE FUNDS						
Sewer Operating	\$ 7,768,981	8,984,239	-	225,969	9,210,208	2.5%
Sewer Capital	245,598	161,322	-	21,170	182,492	13.1%
TOTAL ENTERPRISE FUNDS	8,014,578	9,145,561	-	247,139	9,392,700	2.7%
SPECIAL REVENUE FUNDS						
Storm Drain Operating	16,520	10,463	-	-	10,463	0.0%
Traffic Mitigation	226,345	125,006	-	91,292	216,298	73.0%
Library Operation	841	479	-	-	479	0.0%
Main Street Bridge	2,815	-	-	-	-	-
Gas Tax	724,038	642,975	-	65,525	708,500	10.2%
Streets and Roads	970,052	4,257,234	9,154,159	10,704	13,422,096	215.3%
Measures A	486,969	446,650	-	28,936	475,585	6.5%
Park/Facilities Development	2,781,694	2,566,533	1,363,113	38,800	3,968,446	54.6%
Affordable Housing	4,975,848	69,027	-	232,133	301,161	336.3%
Public Facilities	215,699	136,686	-	20,608	157,294	15.1%
Police Grants	237,287	211,055	-	14,676	225,731	7.0%
Measure W	216,307	203,275	-	14,140	217,414	7.0%
Lot Retirement/Acquisition	72,390	42,840	-	-	42,840	0.0%
CZI Grant	13,062	8,971	-	-	8,971	0.0%
Opportunity Coastside Center	264,363	41,501	1,618,510	(10,301)	1,649,710	3875.1%
Federal Grants	-	18,160	(18,160)	-	-	-100.0%
Capital General	1,605,994	3,710,497	253,368	-	3,963,865	6.8%
Drainage Capital	887,313	130,958	48,388	21,079	200,424	53.0%
Library Capital	23,029	13,129	-	15,000	28,129	114.3%
TOTAL SPECIAL REVENUE AND	13,720,564	12,635,438	12,419,379	542,591	25,597,407	102.6%
Vehicle Replacement	117,348	82,522	-	-	82,522	0.0%
Equipment Replacement	617,184	552,044	-	13,059	565,103	2.4%
Risk Management	841,178	937,561	-	32,904	970,465	3.5%
Pension Stabilization	964,204	1,370,985	-	31,981	1,402,966	2.3%
INTERNAL SERVICE FUNDS	2,539,913	2,943,112	-	77,944	3,021,056	2.6%
Judgement Bonds - B	157	-	-	-	-	-
DEBT SERVICE FUNDS	157	-	-	-	-	-
Total Other Funds	24,275,212	24,724,111	12,419,379	867,674	38,011,163	53.7%
Total All Funds	\$ 48,679,860	\$ 45,834,635	\$ 12,419,379	\$ 654,224	\$ 58,908,238	29%

City of Half Moon Bay
FY 2024-25 Revised Budget
Summary of Expenditures & Transfers by Fund

Fund Name	Actual 2023-24	Adopted 2024-25	Budget Adjustments		Revised 2024-25	% Change over Adopted
			Previously Approved	Mid-Year Adjustments		
GENERAL FUND	\$ 26,264,623	\$ 25,150,475	\$ 220,000	226,000	\$ 25,596,475	1.8%
ENTERPRISE FUNDS						
Sewer Operating	\$ 7,354,860	7,952,639	-	-	7,952,639	0.0%
Sewer Capital	573,066	2,910,052	11,011	-	2,921,063	0.4%
TOTAL ENTERPRISE FUNDS	7,927,926	10,862,691	11,011	-	10,873,702	0.1%
SPECIAL REVENUE FUNDS						
Storm Drain Operating	100,000	100,000	-	-	100,000	0.0%
Traffic Mitigation	30,292	31,839	3,119,215	-	3,151,054	9796.8%
Library Operation	-	-	-	-	-	-
Main Street Bridge	-	-	-	-	-	-
Gas Tax	385,856	672,958	-	-	672,958	0.0%
Streets and Roads	1,107,704	6,277,526	7,710,098	-	13,987,625	122.8%
Measures A	70,116	272,463	-	-	272,463	0.0%
Park/Facilities Development	4,477,660	3,733,850	349,199	-	4,083,049	9.4%
Affordable Housing	1,185,761	-	270,000	1,894,239	2,164,239	-
Public Facilities	777,060	626,362	270,192	-	896,554	43.1%
Police Grants	23,451	60,000	-	40,000	100,000	66.7%
Measure W	-	-	-	-	-	-
Lot Retirement/Acquisition	-	-	-	-	-	-
CZI Grant	87,400	-	196,808	-	196,808	-
Opportunity Coastside Center	886,000	45,022	1,130,000	-	1,175,022	2509.9%
Federal Grants	-	100,000	(100,000)	-	-	-100.0%
Capital General	2,610,872	5,226,429	389,314	(183,435)	5,432,308	3.9%
Drainage Capital	627,474	1,327,372	237,755	-	1,565,127	17.9%
Library Capital	-	-	-	-	-	-
TOTAL SPECIAL REVENUE AND	12,369,646	18,473,822	13,572,581	1,750,805	33,797,208	82.9%
Vehicle Replacement	118,938	77,000	-	-	77,000	0.0%
Equipment Replacement	502,108	533,178	-	-	533,178	0.0%
Risk Management	1,252,950	1,140,177	-	-	1,140,177	0.0%
Pension Stabilization	913,474	1,346,432	-	-	1,346,432	0.0%
INTERNAL SERVICE FUNDS	2,787,469	3,096,787	-	-	3,096,787	0.0%
Judgement Bonds - B	-	-	-	-	-	-
DEBT SERVICE FUNDS	-	-	-	-	-	-
Total Other Funds	23,085,041	32,433,300	13,583,592	1,750,805	47,767,697	47.3%
Total All Funds	\$ 49,349,664	\$ 57,583,775	\$ 13,803,592	\$ 1,976,805	\$ 73,364,172	27%

City of Half Moon Bay
FY 2024-25 Revised Budget
Summary of Fund Balances by Fund

	Audited Fund Balance 7/1/2024	Revenues & Trsfrs In Budget	Expenditures & Trsfrs Out Budget	Revenue Over(Under) Expenditures	Projected Fund Balance 6/30/2025
GENERAL FUND					
101 General Fund	\$ 14,367,928	\$ 20,897,074	\$ (25,596,475)	\$ (4,699,401)	\$ 9,668,527
ENTERPRISE FUNDS					
201 Sewer Operating	414,119	9,210,208	(7,952,639)	1,257,569	1,671,688
202 Sewer Capital ¹	3,155,820	182,492	(2,921,063)	(2,738,571)	417,249
Total Enterprise Funds	3,569,939	9,392,700	(10,873,702)	(1,481,001)	2,088,938
SPECIAL REVENUE FUNDS					
111 Storm Drain Operating	267,997	10,463	(100,000)	(89,537)	178,460
112 Traffic Mitigation	4,561,539	216,298	(3,151,054)	(2,934,756)	1,626,783
113 Library Operation	110,996	479	-	479	111,475
121 Main Street Bridge	45,084	-	-	-	45,084
122 Gas Tax	2,084,394	708,500	(672,958)	35,542	2,119,936
123 Streets and Roads	2,363,567	13,422,096	(13,987,625)	(565,529)	1,798,039
124 Measure A	1,889,800	475,585	(272,463)	203,122	2,092,922
125 Park/Facilities Development	783,570	3,968,446	(4,083,049)	(114,602)	668,968
126 Affordable Housing	5,954,709	301,161	(2,164,239)	(1,863,079)	4,091,630
127 Public Facilities	1,508,210	157,294	(896,554)	(739,260)	768,949
128 Police Grants	1,085,691	225,731	(100,000)	125,731	1,211,422
132 Measure W	880,882	217,414	-	217,414	1,098,297
133 Lot Retirement/Acquisition	1,420,599	42,840	-	42,840	1,463,439
134 CZI Grant	211,062	8,971	(196,808)	(187,837)	23,225
135 Opportunity Coastside Center	29,710	1,649,710	(1,175,022)	474,688	504,397
136 Federal Grants	-	-	-	-	-
151 Capital General	1,784,042	3,963,865	(5,432,308)	(1,468,443)	315,599
152 Drainage Capital	1,386,718	200,424	(1,565,127)	(1,364,703)	22,014
153 Library Capital	449,184	28,129	-	28,129	477,313
Total Special Revenue and Capital Funds	26,817,752	25,597,407	(33,797,208)	(8,199,801)	18,617,951
INTERNAL SERVICE FUNDS					
301 Vehicle Replacement	369,988	82,522	(77,000)	5,522	375,510
302 Equipment Replacement	1,059,192	565,103	(533,178)	31,926	1,091,118
303 Risk Management	2,197,946	970,465	(1,140,177)	(169,712)	2,028,233
304 Pension Stabilization	1,509,540	1,402,966	(1,346,432)	56,534	1,566,074
Total Internal Service Funds	5,136,666	3,021,056	(3,096,787)	(75,731)	5,060,935
DEBT SERVICE FUNDS					
142 Judgement Bonds - B	6,424	-	-	-	6,424
Total Debt Service Funds	6,424	-	-	-	6,424
Total Other Funds	\$ 35,530,781	\$ 38,011,163	\$ (47,767,697)	\$ (9,756,533)	\$ 25,774,248
Total All Funds	\$ 49,898,709	\$ 58,908,238	\$ (73,364,172)	\$ (14,455,934)	\$ 35,442,775

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **March 4, 2025**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Julissa Acosta, Management Analyst
Mary Huerta, Executive Assistant

**TITLE: UPDATE ON THE CRISIS ASSISTANCE RESPONSE & EVALUATION SERVICES (CARES)
MENTAL HEALTH RESPONSE PROGRAM**

RECOMMENDATION:

Receive an update on the Crisis Assistance Response & Evaluation Services (CARES) mental health response program and provide feedback and direction on the future of the program.

FISCAL IMPACT:

In its three years of operations, the cost of CARES services totaled \$1,346,566, of which the City General Fund contributed \$257,836; the County contributed \$75,000; and the remaining \$1,013,730 came from a series of Behavioral Health Justice Intervention Services (BHJIS) grants through the California Department of Health Care Services (DHCS). Additionally, Kaiser Permanente provided a grant of \$25,000 for the procurement of an independent program evaluation, and the County provided funding for a new vehicle in 2023.

If the City were to extend the program through the end of the fiscal year, the cost would be an additional \$111,796. To continue the program through FY 2025-26, the cost would be an additional \$460,429, unless there were modifications to the service model. Funding sources for extending the program are described in the Discussion section below.

STRATEGIC ELEMENT:

This program supports the *Healthy Communities and Public Safety* element of the Strategic Plan.

BACKGROUND:

In Summer 2020, responding to the national movement around police reforms and the local killings of two individuals at the hands of law enforcement, the City Council prioritized community outreach and research related to public safety and law enforcement in Half Moon Bay.

The City launched a significant community outreach effort which ultimately resulted in, among other things, adopting the Yanira Serrano Presente! program and a recommendation to implement a mental health crisis response pilot program in Half Moon Bay. It was determined

that the best approach would be to partner with a third-party service provider to provide the services to the community. After gauging interest and accepting proposals from existing non-profit providers already serving the Coast, El Centro de Libertad (El Centro) was selected to work with the City on program design and provide services during the pilot stage, due to their well-designed proposal, existing staff, expertise, and infrastructure, as well as their ability to launch services quickly and effectively.

El Centro and the City launched the CARES program on March 16, 2022, providing a two-person mobile crisis response team with culturally and language competent de-escalation, crisis-intervention, motivational interviewing, and suicide prevention tools to work with individuals in crisis. Typical response calls include suicidal ideations, persons under the influence of drugs or alcohol, persons experiencing a mental health crisis, parents calling with concern for an adolescent youth exhibiting unusual behavior, or community members reporting persons in some form of emotional distress.

The CARES team was dispatched in instances where there was no immediate threat of violence, with Sheriff Deputies on standby when a higher level of response was needed. Following initial de-escalation and stabilization, the CARES team helped individuals develop a plan of treatment, provided warm handoffs to service providers, and followed up with status checks and resources. Ongoing collaboration with local and regional non-profits, County Health, the Sheriff's Office, and the community has been key to the success of the program and the long-term success of clients.

The initial pilot operated 40 hours per week and responded to calls within the City limits of Half Moon Bay, as well as the Moonridge community, with an original budget of \$150,000 coming equally from the City and the County of San Mateo. The pilot program was expanded to the entire mid-coast (Devil's Slide to Moonridge) and extended to seven days per week through a State grant, and additional general fund support continued the pilot through the end of FY 2022-23.

The project was initiated as a one year "pilot stage" program. As part of the process to move beyond the pilot stage, the City released a Request for Qualifications (RFQ) in May 2023, inviting qualified non-profit or government agencies to operate mental health crisis response services in Half Moon Bay and the surrounding Coastside communities. El Centro de Libertad was selected as the most qualified responder and the City contracted with El Centro to continue operating the program for an additional year (with options to extend the agreement for up to a total of five years).

The program was able to continue through further investment from the City's General Fund, as well as the State's BHJIS grants, which eventually funded the entire program for the last two fiscal years. The last extension of the BHJIS grant expires on March 31, 2025, and the City's current agreement with El Centro expires concurrently. Without additional funding, El Centro will cease operations of the CARES program, and the services will terminate at the end of the month.

When the City and El Centro launched the CARES pilot in 2022, the hope was always to incrementally expand the program both on the Coastside, but also throughout the County. Unfortunately, although many other cities have explored the CARES model, none have

implemented their own program or contracted with El Centro to provide CARES services elsewhere.

The County began exploring mental health response services in 2021. In 2022 they launched, in collaboration with the County's four largest cities (Daly City, South San Francisco, San Mateo, and Redwood City), the Community Wellness Crisis Response Team (CWCRT) Pilot program which pairs mental health clinicians with specially trained police officers to respond to mental health crises within those cities. The program expanded in 2024 to include three additional cities (Menlo Park, San Bruno, and East Palo Alto). In 2024, the County also launched the Mobile Crisis Response Team (MCRT), which in partnership with Telecare, operates a similar model to CARES, countywide on a 24/7 basis. The MCRT program includes Half Moon Bay and the greater Coastsides, but unfortunately in its first eight months of operations, very little utilization has been seen on the Coastsides. Accessing the MCRT services is currently more challenging than CARES (little outreach and marketing = little community awareness, no use of 911 dispatch, longer response times from the bayside), and the services are less community oriented and culturally competent due to the countywide nature of the program.

Due to the current challenges with accessing services from the MCRT program, staff recommends exploring options to continue the CARES program until MCRT services are more widely known and utilized on the coast, or until CARES services can be sustainably integrated into the County operations.

DISCUSSION:

During the three years the CARES program has operated, mobile crisis teams have responded to close to 1,000 calls for service, with another 1,000 follow-up responses. Of the total calls, approximately half included an initial co-response with other first responders, only 2% needed to be escalated to law enforcement, and close to 70% were diverted from jail or hospital services. In addition to responding to calls for mental health crises, CARES has supported first responders and other agencies in domestic disturbances, hostage situations, the mass shootings in 2023, and many other incidents where their specialized training and tools have brought a softer, more trusted approach to the community.

The CARES team has developed an especially strong relationship with the Sheriff's Office and is seen as an important resource for deputies to take a different approach to certain situations. Deputies are often able to pass individuals off to CARES responders, saving countless hours of first responder time, and freeing them up for other emergencies that require the specific tools and training that law enforcement is better equipped to handle. Overall, there is data and anecdotal evidence that the CARES team has increased trust in the community, made the community safer, and saved time, money, and resources in Half Moon Bay and throughout the Coastsides, as well as regionally in the criminal justice and medical systems.

Although the hope was to have transitioned the services provided by CARES to a more regional/Countywide approach by the end of the BHJIS funding, or to have found another more sustainable funding source, neither has come to fruition. With many other jurisdictions implementing similar programs throughout the state more recently, demands for funding have

increased and have been focused on starting new programs, not sustaining existing ones. Additionally, the County's MCRT program has been designed to offer similar services throughout the County, but given the Coastside's rural designation and limited pathways for travel, there is concern about MCRT's ability to respond to dynamic, often urgent situations in an acceptable amount of time. Staff are connected and collaborating with the County as it continues to roll out the program with the hope that it could someday offer the same level of impact and utilization on the Coast as CARES. Additionally, it is unclear if the original contract for these services, which expires in June of this year, will be extended.

This leaves the City in a tough position, as it continues to work toward eliminating a significant General Fund structural deficit. If additional funding is not made available to continue the CARES program, the Coastside will lose an important resource, which could have negative consequences on public safety and mental health in Half Moon Bay. As described above, an additional \$111,796 is needed to continue the program through the end of the fiscal year, and continuing the program through FY 2025-26 would cost an additional \$460,429, unless there were modifications to the service model. El Centro has presented some additional approaches to providing the service that could reduce the annual cost to as low as \$260,000 but would reduce service days and hours significantly.

A few funding options the City could consider:

1. The City and El Centro recently met with our BHJIS grant representative and received some cautiously optimistic news. In previous conversations, they had indicated that funding was no longer available and the BHJIS program would be winding down. It appears now that some additional funding is available, and they are considering supporting some of the previously funded programs. We have provided data and other information to support a request for additional funding, and we hope to hear back soon. There isn't yet an indication of the likelihood of receiving additional funds, in what amount, or for what period of time, but if some funds were received, they could potentially offset or supplement one of the options below.
2. Allocate \$111,796 from unassigned fund balance to continue the program through the end of the fiscal year. There wouldn't be an immediate impact on City services or the current structural deficit as these are one-time funds. However, once utilized, these funds would no longer be available for other programs or projects, nor for replenishing the City's Economic Uncertainty Reserve, a portion of which was utilized to balance the General Fund budget this current year.
3. Draw down and allocate \$111,796 from the City's Balancing Account with the Sheriff's Office to continue the program through the end of the fiscal year. This account is part of the Sheriff's contract, which is prepaid based on an estimated budget each year but only charged to actual costs of services. Typically, the City realizes some cost savings from the budget (usually due to salary/overtime savings and other operational savings), and the savings is deposited into the Balancing Account. The funds in the account are available for the City to use at its discretion, but a portion is typically reserved to cover any cost

overages that might occur, rather than pulling that funding from the General Fund. The City has taken disbursements recently to assist with the General Fund budget, and the current balance is over \$1 million. This could serve as both a short and mid-term solution to continue funding the CARES program, until a more sustainable source of funding is identified, or the program transitions to the County and/or is more effectively supplanted by the County's MCRT program. Much like Option 2 above, this money is available to draw down for any purpose, and thus can be treated like one-time General Fund dollars. Use of this funding for CARES does affect the City's ability to replenish reserves or fund other one-time program or project expenses.

4. Explore the use of \$111,796 of California Citizen's Option for Public Safety (COPS) Grant Funds to continue the program through the end of the fiscal year. The City receives \$100,000 in COPS grant funds each year which are restricted for projects, programs, and/or equipment intended to enhance the delivery of front-line public safety services in Half Moon Bay. These funds have not been used for the CARES program in the past, and additional research is required to determine if this is an allowable use. The City currently has approximately \$1.2 million in accumulated COPS grant funding but does utilize the funds for important public safety programs including the recently approved ALPR pilot program, augmented patrols during busy summer months, specialized tools and equipment, and enhanced traffic enforcement on holidays, special events, and especially busy weekends. The City needs to balance these needs with additional programs but could potentially use this funding to support the CARES program for a period of time.

CONCLUSION:

Ultimately, the Council will need to determine, in light of scarce resources and many important competing interests, whether the City should prioritize continuing the CARES program in the short or mid-term. If directed, staff will pursue any of the options above, or other ideas the Council might have on securing additional funding.

If Council determines that the City can no longer support the CARES program, staff and El Centro will work to wind down the program over the next few weeks and focus efforts on expanding awareness of the County's MCRT program and advocating for increased access, services, and improved response times for the Coastside.

If the CARES program does come to an end, it will be a difficult time for the community. The City, El Centro, and the community should be proud of the work accomplished over the last three years. The CARES program resulted from tragedy, as well as the political courage of the City Council to push for something new and innovative, leading the way in a now nationwide effort to normalize and expand mental health crisis services to every community. The fact that the City was able to launch the pilot program with an initial \$75,000 investment, and through collaboration with community partners, County agencies, and resourceful staff, sustain a program for three years that was nationally recognized and provides a roadmap for other cities, is a boon for the Half Moon Bay community. Most importantly the program has saved lives and made our community a safer place to live and visit.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **March 4, 2025**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Maz Bozorginia, Public Works Director/City Engineer
Jonathan Woo, Assistant Engineer

TITLE: BUDGET AMENDMENT FOR JOHN L. CARTER PARK IMPROVEMENTS PROJECT (CIP NO. 0611)

RECOMMENDATION:

Adopt a resolution authorizing the Administrative Services Director to transfer \$1,435,000 to Capital Improvement Project No. 0611 – John L. Carter Park Improvements Project.

FISCAL IMPACT:

This action requests a transfer of \$1,435,000 to the John L. Carter Park Improvements Project, adding to the previously allocated budget of \$7,610,000 for a new total not-to-exceed construction budget of \$9,045,000.

The breakdown of accounts being drawn from for the requested transfer is as follows:

Title	Amount
Fund 101 – General Fund	\$675,000
Fund 125 – Park/Facilities Development	\$450,000
Fund 151 – General Capital Transfer	\$310,000
Total	\$1,435,000

With this action, the total amount of local funds dedicated to the project would be \$4,295,000, with \$4,750,000 coming from State funding. The allocation requested in this report includes approximately \$300,000 in uncommitted contingency funds, which may be necessary to complete the project. Staff is exploring cost recovery options to help offset the additional costs.

STRATEGIC ELEMENTS:

This action supports *the Infrastructure and Environment and Healthy Communities and Public Safety* Elements of the Strategic Plan.

BACKGROUND:

The Parks Master Plan, adopted by the City Council on February 5, 2019, identified John L. Carter Memorial Park (Carter Park) as an opportunity to enhance community recreation at an underutilized City park. The John L. Carter Park Improvements Project (Project) includes a new performing arts amphitheater with terraced seating, a performance stage with storage and a changing room, a picnic area, a restroom and concession stand building, park access improvements, landscaping, lighting, and utility upgrades.

On December 8, 2020, the Planning Commission approved the environmental review and adopted a Mitigated Negative Declaration (MND), along with PDP-19-059, which granted a Coastal Development Permit, Use Permit, Architectural Review, and Parking Exception for the park renovation. On March 9, 2021, the Planning Commission approved an addendum to the MND to address lighting and height discrepancies for the theatrical stage. In FY 2021-22, Assemblymember Marc Berman secured \$4.75 million in state funding to support the Project.

On April 19, 2022, the City Council awarded a construction contract to Wickman Development and Construction of San Francisco for \$4,971,000, with a 15% contingency (\$745,650). Additionally, contracts were approved for biological monitoring and material testing services with SWCA Inc. (\$35,079) and Bay Area Geotechnical Group (\$115,415), respectively.

On May 2, 2023, the City Council received a project update detailing delays related to the temporary construction easement (TCE), Coastside County Water District (CCWD) service upgrades, coordination with Mariner's Church property, and weather impacts from late 2022 and early 2023 storms.

On June 20, 2023, the City Council adopted a resolution authorizing the City Manager to execute an agreement for the TCE and a permanent pathway easement, ensuring formal pedestrian and bicycle access from Main Street to Carter Park (\$273,150).

On February 20, 2024, the City Council received another project update. Due to unforeseen circumstances, including access constraints, adverse weather, and design modifications, the project had experienced multiple delays. In response, the City Council adopted a resolution approving the transfer of \$1,250,000 from various capital projects to the Carter Park Improvement Project (CIP No. 0611).

DISCUSSION:

Since the City Council meeting on February 20, 2024, additional design modifications have been required due to flooding impacts and the installation of the ADA ramp connecting the upper and lower areas of the park. Currently, outstanding change orders related to these necessary design changes total approximately \$902,500.

Additionally, the Temporary Construction Easement (TCE) with the Stone Pine Shopping Center expired in June 2024. The property owner now expects compensation on a month-to-month

basis at the same rate as the original TCE. Staff estimates this cost to be approximately \$132,500, assuming project completion by the end of April.

The delays caused by access constraints, adverse weather, and design issues have had a significant financial impact on the project. A summary of construction-related expenses is provided in the table below:

Source	Amount
Construction Contract (Wickman)	\$ 4,971,000
Approved Construction Change Orders (Wickman)	\$ 1,316,887
Pending Construction Change Orders (Wickman)	\$ 902,436
Construction Management (Griffin)	\$ 350,000
Geotechnical Testing and Inspection (BAGG)	\$ 180,930
Design Construction Support (ELS)	\$ 275,406
Environmental Services (SWCA)	\$ 119,145
TCE, Access, and Utility related costs (Expended)	\$ 497,970
Additional TCE (20 Stone Pine)	\$ 132,500
Contingency	\$ 298,726
Totals	\$ 9,045,000

Table 1 – Anticipated Final Construction Expenditures

Project construction is near completion and expected to open to the public in late spring 2025. Various community groups, including organizers of the Wine and Jazz Festival and Shakespeare in the Park are excited to start using the revamped park. This funding request, which is expected to be the final for the project, covers costs related to additional temporary construction easements, time delays resulting in material price escalation and labor costs, further redesigns of the ADA path of travel between the upper and lower park areas, and a significant modification to the performance stage foundation. Most of these expenses are accounted for in the pending construction change orders outlined in Table 1 (\$902,436), with an additional proposal currently being finalized. Staff anticipate that the final change order will remain within the requested additional contingency of \$298,726.

City staff recognize that many approved and pending change orders stem from necessary design modifications and associated delays. Staff continue to collaborate to identify the best path forward for addressing these design challenges and mitigating further financial impacts as well exploring cost recovery options.

Unfortunately, the Carter Park Improvement Project has faced multiple challenges during construction, leading to more than \$2.25 million in additional costs. To complete the project, staff is requesting that the City Council adopt a resolution authorizing the transfer of an additional \$1,435,000 from various capital and general funds to the John L. Carter Park Improvement Project (CIP No. 0611). If the Council were to decide not to approve the additional funding, the project would be held indefinitely, and the City would incur additional

costs related to site security, potential liability, and future remobilization when the project is resumed.

ATTACHMENT:
Resolution

Resolution No. C-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE ADMINISTRATIVE SERVICES DIRECTOR TO TRANSFER \$1,435,000 FROM CAPITAL AND GENERAL FUNDS TO THE JOHN L. CARTER PARK IMPROVEMENT PROJECT (CIP NO. 611)

WHEREAS, the John L. Carter Park Improvements Project develops a new amphitheater including terraced seating, a new stage with storage space and changing room, a children’s play area, picnic area, restroom and concession stand building, park access improvements, a solidarity trail, landscaping, lighting, and utility improvements; and

WHEREAS, on December 8, 2020, the Planning Commission approved the environmental review, adopted a mitigated negative declaration (MND), and approved the Coastal Development Permit, Use Permit, Architectural Review, and Parking Exception for the project; and

WHEREAS, the City of Half Moon Bay, with support from Assemblymember Berman, was successful in obtaining funding through the FY 2021-22 California State Budget in the amount of \$4.75 million to assist the City in constructing improvements at John L. Carter Park; and

WHEREAS, on April 19, 2022, the City Council approved the award of a construction contract to Wickman Development and Construction of San Francisco, California, in the bid amount of \$4,971,000 and a construction contingency amount of 15% or \$745,650, as well as contracts for biological monitoring and material testing and inspection services from qualified professionals, SWCA Inc., in the amount of \$35,079, and Bay Area Geotechnical Group, in the amount of \$115,415; and

WHEREAS, on February 20, 2024, the City Council authorized the transfer of \$1,250,000 from various capital project funds to the John L. Carter Park Improvements Project due to unforeseen circumstances, access constraints, adverse weather, and design modifications; and

WHEREAS, additional design issues have continued to impact both the project schedule and budget, requiring additional funding to complete the John L. Carter Park Improvement Project.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the Administrative Services Director to transfer \$675,000 from Fund 101 - General Fund, \$450,000 from Fund 125 – Park/Facilities Development, and \$310,000 from Fund 151 – General Capital Transfer for a total of \$1,435,000 to Capital Improvement Project No. 611 – John L. Carter Park Improvements Project.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 4th day of March 2025, by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

Maggie Rodriguez, Assistant City Clerk

Robert Brownstone, Mayor

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **March 4, 2025**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Catherine Engberg, City Attorney
Maz Bozorginia, Public Works Director/City Engineer

TITLE: SALE OF PARCEL 830 STONE PINE ROAD to SAN MATEO COUNTY AND RELATED MATTERS

RECOMMENDATION:

It is recommended that the City Council:

- 1) Provide the opportunity for the consideration of any public protests regarding the determination that the sale of 6.87 acres referred to as Parcel 1 of Stone Pine Cove Parcel map at 830 Stone Pine Road ("Parcel") to the County of San Mateo is in the public interest and convenience; and
- 2) Adopt a resolution (see Attachment 1) finding that public interest and convenience requires the sale of the Parcel and further declaring its intent to sell the property to the County of San Mateo; and
- 3) Adopt a resolution authorizing the City Manager to execute a Purchase Sale Agreement (PSA) with the County of San Mateo for the Parcel in the amount of \$1,234,000 and acknowledging that the proceeds be used as a prepayment credit under the First Amendment to the Sublease associated with 880 Stone Pine Road; and
- 4) Adopt a resolution authorizing the City Manager to enter into an Operations and Maintenance MOU between the City and County of San Mateo regarding City's commitment to maintain and County's commitment to fund the maintenance and operations of certain improvements within the Parcel (830 Stone Pine Road).

FISCAL IMPACT:

These actions facilitate the sale of a portion of 880 Stone Pine Road to San Mateo County. Proceeds of the sale will be committed to reducing the outstanding balance of the 10-Year City/County lease-leaseback arrangement, which will in-turn reduce the City's annual General Fund debt service costs.

Adopting the Operations and Maintenance MOU will result in a one-time payment of \$500,000 from the County to the City, which will cover the costs of maintaining portions of the Parcel for a period of 5 years. The funds will be deposited into the unrestricted General Capital Fund.

STRATEGIC ELEMENT:

This action supports the *Healthy Communities and Public Safety*, and *Inclusive Governance* Elements of the Strategic Plan.

BACKGROUND:

On March 3, 2020, the City Council authorized the City Manager to execute a Purchase and Sale Agreement with Peninsula Open Space Trust (POST) to acquire a 20.33-acre parcel (APN: 056-260-180) at 880 Stone Pine Road in the amount of \$2,180,000. A portion of 880 Stone Pine had historically been the home of the City’s Corporation Yard, and the City was required to purchase the entire property or find an alternative location for a Yard, and ultimately the City found the site to be the most suitable location for this important City facility.

On December 1, 2020, the City Council authorized staff to proceed with entering into a loan agreement with the California Infrastructure Bank (IBANK) in the amount of \$3.2 million. The amount included purchase of the property from POST and funding for construction of Phase 1 of the City’s Corporation Yard at 880 Stone Pine Road.

On November 9, 2021, the City Council held a Work Session on affordable housing where they identified the portions of 880 Stone Pine Road that were not necessary for the Corporation Yard as a key location for future affordable housing.

On January 23, 2023, the community experienced a tragic mass shooting which resulted in the deaths of seven farmworkers and lifelong injuries to another farmworker. The incident resulted in the immediate displacement of nineteen households comprising 40 individuals. To support the displaced farmworker households and provide needed affordable housing for other farmworkers on the coast, the County applied for and received a Joe Serna, Jr. Farmworker Housing Grant from the State of California, which funds the development of affordable farmworker housing. The City and County identified a 6.87-acre portion of 880 Stone Pine Road (“Housing Site”) as an ideal location for a project.

On February 27, 2023, the City Council authorized the City Manager to negotiate and execute a Memorandum of Understanding with the County to collaborate in the development of a project on the Housing Site, which would be transferred to the County to facilitate the development and operation of the proposed housing. On July 18, 2023, the Council authorized an MOU with the County to discharge the City’s \$3.2 million the loan with the California IBANK via a Lease-Leaseback Agreement, due to limitations on the use of 880 Stone Pine Road under the terms of the IBANK loan.

The Lease-Leaseback Agreement (“Sublease”) was negotiated and completed in October 2023. The Sublease established a payment schedule for the repayment of the County loan, with the

first payment commencing on December 15, 2024. The City and County subsequently entered into an addendum to the Sublease adjusting the first payment to April 15, 2025, to allow more time for the City and County to complete the steps necessary for the County's acquisition of the Housing Site. The First Addendum to Sublease aligned the first payment with recording of the Final Parcel Map, execution of the purchase-sale agreement, and the projected completion/occupancy of the housing project. Due to delays in the completion of the transaction, the City and County are in the process of extending the initial payment date to December 2025.

On December 11, 2023, the City issued an Emergency Coastal Development Permit ("ECDP") to allow the development of a 47-unit affordable manufactured home project on the Housing Site at 880 Stone Pine Road, which is now referred to as Stone Pine Cove. Per Municipal Code Section 18.04.020, a Coastal Development Permit ("CDP") is required to be issued by the City as a follow-up action to any ECDP.

On October 24, 2024, the Planning Commission adopted the Initial Study/Mitigated Negative Declaration and approved the CDP for the Stone Pine Cove project. The CDP approval included a Tentative Parcel Map creating a separate parcel (Parcel 1) for the Housing Site, which will be identified as 830 Stone Pine Road.

On November 19, 2024, the City Council adopted a Resolution of Public Interest and Convenience, declaring the City's intent to sell the Housing Site, to allow for the construction of the Stone Pine Cove Project. The Resolution set a public hearing to consider protests to the sale, which was subsequently continued to March 4, 2025. At the same City Council meeting on November 19, 2024, the council also adopted a resolution declaring the parcel to be exempt from the Surplus Land Act per Government Code section 54221(f)(1)(D) in that the transaction involves the transfer of property between local agencies for the express purpose of developing a 100-percent affordable farmworker housing project.

The City Council approved the Final Parcel Map on January 21, 2025, and that map has now been signed. The City and County (holder of the note) are working with the Title Company to ensure clear title. The map is set to be recorded prior to Board of Supervisor action proposed for March 25, 2025.

The City and County each (independently) completed appraisals of the property, and have agreed in principle to a value of \$1,234,000; a point near the middle of the two appraisals.

DISCUSSION:

I. Public Interest and Convenience

As noted above, on November 19, 2024, the City Council adopted a resolution of public convenience and necessity and set a hearing for the consideration of protests. The purpose of tonight's meeting is to consider any protests to the sale of the Parcel at 830 Stone Pine Road to San Mateo County. If no protests are received or the legislative body overrules the protests by a

four-fifths vote of its members, it may proceed with the sale. To date, the City has not received any written protests.

II. Purchase and Sale Agreement

Over the last two years, the City and San Mateo County have worked together to develop a plan for the County to acquire the 6.87-acre Housing Site. As part of this process each party completed appraisals and was given the opportunity to review and compare the others. In conjunction with appraisals, the parties are completing negotiation of a Purchase and Sale Agreement (the "PSA"), whereby the County will acquire Parcel 1 of Stone Pine Cove Final Parcel Map (830 Stone Pine Road) under the following terms and conditions:

1. The County agrees to pay \$1,234,000 for fee title to the Property.
2. Upon execution of the PSA, the City will open an escrow account.
3. The County will have a 90-day contingency period to complete all due diligence related to the Property acquisition, including: completing appropriate environmental review under the California Environmental Quality Act; property inspections, testing and evaluations.
4. Prior to closing, the parties will record a Restrictive Covenants Agreement to restrict use of the Property to affordable housing.
5. The County will credit \$1,234,000 toward the current principal (\$3.2 million) leaving a new finance amount under the Lease-Lease-Back agreement of \$1.97 million, which will be amortized in regular payments over the remainder of the term.

The draft PSA includes four separate Exhibits as follows:

1. Exhibit A – legal description
2. Exhibit B – Form of First Amendment to financing Sublease
3. Exhibit C – Form of Restrictive Covenants Agreement
4. Exhibit D - County Certificate of Acceptance

III. Operations and Maintenance MOU

The City and County have been actively collaborating to develop the Stone Pine Cove community. From the outset, both parties agreed that the community would feature amenities comparable to those found in any new residential development. These amenities include a public neighborhood park and both improved and unimproved private open space.

Following community meetings, the City recognized the park's vital role in fostering a sense of community. In support of this, the City committed to maintaining and operating the neighborhood park in exchange for ensuring public access. Additionally, portions of 830 Stone Pine Road will remain as natural open space. Given that the City's Public Works Department is already maintaining adjacent natural areas, it was determined that the City could provide maintenance of the open space areas on 830 Stone Pine Road in the most cost-effective manner.

The draft Memorandum of Understanding (MOU) formally outlines the specific areas the City will maintain at its own cost and on behalf of the County. It also details the maintenance commitments associated with these spaces. Considering these responsibilities, along with the presence of other easements and improvements that serve or benefit Parcels 2 and 3 (City-owned), the MOU was determined to be the appropriate framework for defining operations and maintenance obligations within 830 Stone Pine Road (Parcel 1). The draft MOU is effective for a five-year period and includes a one-time payment of \$500,000 from the County to support maintenance services provided by the City during that time.

Drafts of the Purchase and Sale Agreement and the Maintenance and Operations MOU are attached to the respective Resolutions. The Resolutions authorize the City Manager to negotiate and execute the agreements, substantially in the forms included as Exhibit A to each Resolution, and staff will continue working with the County finalize the details of each prior to the completion of the transaction.

ATTACHMENTS:

1. Resolution adopting Finding of Public Convenience and Necessity
2. Resolution approving the Purchase Sale Agreement (PSA)
3. Resolution approving the Maintenance and Operation Memorandum of Understanding (MOU)

RESOLUTION NO. C-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY,
CALIFORNIA, FINDING THAT THE PUBLIC INTEREST AND CONVENIENCE
REQUIRE THE SALE OF 6.87 ACRES OF REAL PROPERTY (PORTION OF 880 STONE PINE ROAD),
DECLARING ITS INTENT TO SELL SUCH PROPERTY**

WHEREAS, the City of Half Moon Bay (“City”) owns an approximate 20.33 acre parcel at 880 Stone Pine Road (Assessor Parcel Number 056-260-180); and

WHEREAS, on July 18, 2023, the City Council authorized the City Manager to execute a Memorandum of Understanding (MOU) with San Mateo County (“County”) to pursue development of an affordable housing project to, at minimum, house displaced farmworkers from the January 23, 2023, mass shooting incident; and

WHEREAS, the MOU committed the County to refinancing the California Infrastructure Bank Loan used to acquire and improve the parcel at 880 Stone Pine Road, jointly pursuing affordable housing development and a commitment by the County to acquire the housing development site in accordance with the State of California Joe Serna Jr. grant agreement; and

WHEREAS, the City and County are currently jointly developing a 47 unit farmworker affordable housing project on a 6.87 acre portion of 880 Stone Pine Road, as depicted on Exhibit A attached hereto and incorporated herein by reference (the “Site”); and

WHEREAS, the City issued an Emergency Coastal Development Permit in December 2023, and found that affordable farmworker housing is consistent with the City of Half Moon Bay Local Coastal Land Use Plan (LCLUP); and

WHEREAS, on October 24, 2024, the City Planning Commission conditionally approved the follow-up Coastal Development Permit affirming consistency of the project with the City’s LCLUP and General Plan; and

WHEREAS, the City desires to sell the Site by entering into a Purchase and Sale Agreement (“PSA”) with the County (“Purchaser”); and

WHEREAS, California Government Code Section 37421 provides that when the legislative body of a city finds that the public interest and convenience require the sale of public buildings and sites, it must adopt a resolution so finding and giving notice of its intention to sell such property; and

WHEREAS, California Government Code Section 37422 provides that such resolution shall fix a time for hearing protests to the property conveyance, provide for publication of notice of the

hearing, fix the time when the City will take final action regarding the property conveyance; and contain an accurate description of the property to be conveyed; and

WHEREAS, the follow-up Coastal Development Permit included approval of a Tentative Parcel Map; and

WHEREAS, on January 21, 2025, the City Council approved the Stone Pine Cove Final Parcel Map and authorized the City to record the Map once all signatures are obtained; and

WHEREAS, the City is obtaining necessary signatures and upon completion will record the Final Parcel Map; and

WHEREAS, on November 19, 2024, the City Council set the Regular City Council meeting of December 3, 2024 and subsequently continued the hearing to March 4, 2025, at 7:00 P.M. or as soon thereafter as the date, time and location for the hearing of any protests to the required Finding of Public Interest and Convenience associated with the sale of 6.87 acres (Parcel 1 of the Stone Pine Cove Final Parcel Map); and

WHEREAS, in compliance with California Government Code Section 37423, the City published the November 19, 2024, resolution at least once in a daily newspaper and posted this Resolution for not less than ten (10) days in at least three (3) conspicuous places upon the Site; and

WHEREAS, on November 19, 2024, the City Council also adopted a resolution declaring that a Parcel 1 is exempt surplus land under Government Code Sections 54221 (f)(1)(D) and 54221 (f)(1)(F).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HALF MOON BAY, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

SECTION 2. The City Council of the City of Half Moon Bay has determined that the Property is exempt from the Surplus Land Act per Government Code Section 54221(f)(1)(D) in that the transaction involves the transfer of property between local agencies for the express purpose of developing a 100-percent affordable farmworker housing project.

SECTION 3. The City Council of the City hereby finds and determines that public interest and necessity the sale of the Property. The factors demonstrating that the public convenience and necessity require the sale of the Property include, but are not limited to, the creation of

100-percent affordable housing for farmworkers consistent with the City’s certified Local Coastal land use Plan (LCLUP) and General Plan.

SECTION 4. The City Council of the City hereby declared its intent to sell the Property pursuant to a PSA and fixed March 4, 2025 at 7:00 P.M. or as soon thereafter for consideration of matter by City Council at its Regular City Council Meeting and following consideration of protests (if any) approves the Finding of Public Interest and Convenience associated with the sale of 6.87 acres as required under the Purchase and Sale Agreement between the City and County.

SECTION 5. The City Council hereby finds that the declaration of public convenience and necessity is categorically exempt from the requirements of the California Environmental Quality Act pursuant to State CEQA Guidelines §15312.

SECTION 6. The custodian of documents constituting the record of proceedings for this matter is the City Clerk’s Office. The documents constituting the record of proceedings for this matter are located at City Hall at 501 Main Street, Half Moon Bay, CA 94019.

SECTION 7. Severability. If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this Resolution are severable.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its adoption.

BE IT FURTHER RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to submit a copy of this Resolution to the County.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 4th day of March 2025 by the City Council of Half Moon Bay by the following vote:

Ayes, Councilmembers:

Noes, Councilmembers:

Absent, Councilmembers:

Abstain, Councilmembers:

Attest:

APPROVED:

Maggie Rodriguez, Assistant City Clerk

Robert Brownstone, Mayor

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RESOLUTION NO. C-2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE
AGREEMENT WITH THE COUNTY OF SAN MATEO TO SELL PROPERTY LOCATED AT
830 STONE PINE ROAD, HALF MOON BAY, FOR \$1,234,000**

WHEREAS, in 2020 the City purchased the approximate 20.33 acres at 880 Stone Pine Road (APN: 056-260-180) from Peninsula Open Space Trust (POST) utilizing a loan from the California Infrastructure Bank (IBANK); and

WHEREAS, the City constructed Phase 1 of the Corporation Yard on a portion of the site which included extension of a new paved drive and environmental mitigation measures to benefit the entire 20 acres; and

WHEREAS, on January 23, 2023, the community experienced a mass shooting incident involving farmworkers on two nearby farms; and

WHEREAS, on February 27, 2023, the City Council authorized the City Manager to execute a Memorandum of Understanding (MOU) with the County of San Mateo (“County”) to pursue development of an affordable housing project to, at minimum, house displaced farmworkers from the January 23, 2023, mass shooting incident; and

WHEREAS, on July 18, 2023, the City and County entered into an MOU to refinance the City’s \$3.2 million loan with the California Infrastructure Bank and jointly pursue an affordable housing development, and a commitment by the County to acquire the housing development site in accordance with the State of California Joe Serna Jr. grant agreement; and

WHEREAS, the City and County are currently jointly developing the 6.87 acre parcel (830 Stone Pine Road) also referred to as Parcel 1 of the Stone Pine Cove Final Parcel Map as a 47 unit farmworker affordable housing project; and

WHEREAS, the City issued Emergency Coastal Development Permit issued in December 2023 found that affordable farmworker housing is consistent with the City of Half Moon Bay Local Coastal Land Use Plan (LCLUP); and

WHEREAS, on October 24, 2024, the City Planning Commission conditionally approved the follow-up Coastal Development Permit affirming consistency of the project with the City’s LCLUP and General Plan; and

WHEREAS, on March 4, 2025, the City Council, pursuant to California Government Code Section 37421, conducted a protest hearing and adopted a resolution affirming that the sale of the property was in the public interest and convenience; and

WHEREAS, the City Manager recommends that the City Council approve the City’s sale of the Property for \$1,234,000, for use as a 100-percent affordable housing project, and pending favorable results of the County’s due diligence and waiver of all contingencies.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council authorizes the City Manager to execute a property purchase and sale agreement, substantially in the form included as Exhibit A to the resolution, to sell 830 Stone Pine Road for \$1,234,000 and take all other actions reasonably necessary to effectuate the sale.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 4th day of March 2025, by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

Maggie Rodriguez, Assistant City Clerk

Robert Brownstone, Mayor

REAL ESTATE PURCHASE AND SALE AGREEMENT

AND ESCROW INSTRUCTIONS

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“Agreement”) is made and entered into as of the ___ day of _____ 2025 (the “Effective Date”), by and between **CITY OF HALF MOON BAY**, a California municipal corporation (“Seller”), and the **COUNTY OF SAN MATEO**, a political subdivision of the State of California (“Buyer” or “County”).

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **AGREEMENT TO PURCHASE AND SELL:** In lieu of Buyer’s exercise of the power of eminent domain, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the following described property in accordance with the terms and conditions of this Agreement:
 - a) The real property and improvements described as a 6.867 acre portion of APN 056-260-180, located at 880 Stone Pine Road, Half Moon Bay, California 94019; all as more particularly described on **EXHIBIT A**, attached hereto and incorporated herein by this reference (the “Property”); and
 - b) All of Seller’s right, title and interest in and to the fixtures, equipment, if any, existing on the Property, not owned by tenants, and used exclusively in the operation of the Property, shall be delivered by Seller concurrently with the Quitclaim Deed transferring title to the Property.

2. **SALE AND PURCHASE PRICE:** Subject to the terms and conditions contained in this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, fee ownership of the Property, subject to the following:
 - a) The total purchase price for the Property shall be **One Million Two Hundred Thirty-Four Thousand Dollars and Zero Cents (\$1,234,000.00)** (the “Purchase Price”). Buyer’s payment of the total Purchase Price shall be fully satisfied through application of a prepayment credit under that certain Sublease dated September 1, 2023 (the “Sublease”) between the parties, recorded as Instrument No. 2023-051063 CONF in the Official Records of the County of San Mateo, as subsequently modified by two addenda, in the amount of the total Purchase Price against the Base Rental Payments (as that term is defined in the Sublease) and adjustment to the Base Rental Payments Schedule (as that term is defined in the Sublease). Prior to Closing, Buyer and Seller shall execute and deliver to the Escrow Holder an executed amendment to the Sublease reflecting the application of the credit in substantially the same form shown on **EXHIBIT B**, attached hereto and incorporated

herein by this reference (the “Amendment to Sublease”).

- b) County shall publish the Notice of Intent to Purchase and obtain County Board of Supervisor’s approval of sale and ratification of this Agreement (“Full Execution”). Upon Full Execution by Buyer, Buyer shall return a duplicate original of this Agreement to Seller, and shall open escrow pursuant to Section 3 hereof, and shall deliver to the Escrow Holder a copy of this Agreement.
- c) Buyer to complete its investigation of the Property, and to satisfy all conditions described herein (the “Due Diligence Period”) by June 23, 2025, or such other later date as the parties may agree in writing.
- d) During the Due Diligence Period, Buyer may, in its sole and absolute discretion, elect to terminate this Agreement based upon any of the following:
 - i. Review of Title Matters. County’s review and approval of a final title report of the condition of title to the Property, including copies of all documents referred to therein and any and all other documents relating to title. County shall identify in writing any exceptions to title that must be removed; or
 - ii. Review and investigation of the condition of the Property, which may include but shall not be limited to an Environmental Site Assessment and review of any potential environmental hazards, and a Property Condition Assessment, or any other studies related to the condition of the Property or title to the Property; or
 - iii. On or before March 25, 2025, Seller shall deliver to County for County’s review, copies of all material building and Property information in its possession as identified by the Parties, including but not limited to final environmental reports and notices, final seismic/structural studies, permits and approvals, surveys, floor plans, notices of violation, or any other documents that are of significance to the Property, and that the County may reasonably request. County and its agents shall have reasonable access to the Property to conduct tests and perform due diligence investigations; or
 - iv. Receipt of a written appraisal of the Property, which County will cause to be completed, by a licensed or certified appraiser; or
 - v. Approval of County’s Board of Supervisors. This transaction is contingent upon approval by County’s Board of Supervisors in its sole and absolute discretion; or
 - vi. Buyer’s inability to timely complete any of the studies or actions set forth above.
- e) If Buyer fails to deliver notice of its election to terminate on or before 5:00 p.m. (PT) on the last day of the Due Diligence Period, then Buyer shall be deemed to have waived this condition. If the last day of the Due Diligence Period falls on a weekend or holiday,

the Due Diligence Period shall be extended until 5:00 p.m. (PT) of the following business day.

- f) At least 10 (ten) days before the Closing Date, Seller will deliver to the Escrow Holder the Quitclaim Deed which has been duly executed and acknowledged by Seller.
- g) At least 10 (ten) days before the Closing Date, Seller and Buyer will deliver to the Escrow Holder their respective duly executed and acknowledged signature pages to the Amendment to Sublease, which shall be recorded on the title to the Property by the Escrow Holder at Closing.
- h) At least 10 (ten) days before the Closing Date, Seller and Buyer will deliver to the Escrow Holder their respective duly executed and acknowledged signature pages to an agreement to restrict use of the Property to affordable housing as specified therein and for the period specified therein in substantially the same form shown on **Exhibit C**, attached hereto and incorporated herein by this reference (the “Restrictive Covenants Agreement”), which Restrictive Covenants Agreement shall be recorded on the title to the Property by the Escrow Holder at Closing.
- i) At least one (1) business day before the Closing Date, Buyer shall deposit with the Escrow Holder a Certificate of Acceptance for the Property which has been executed by Buyer, in substantially the same form shown on **EXHIBIT D**, attached hereto and incorporated herein by this reference, and the Purchase Price plus costs of pro-rations, fees, and expenses pursuant to this Agreement.
- j) Satisfaction of any CEQA requirements for this transaction as determined by Buyer, and final approval of consummation of the purchase and appropriation of funding by the County Board of Supervisors are express conditions precedent to Buyer’s duty to purchase. Notwithstanding any other provision in this Agreement, Buyer, at Buyer’s option, may extend the Closing Date up to ten (10) days to permit the funding approval and appropriation by County Board of Supervisors. In the event Buyer opts to extend the Closing Date pursuant to this section, Buyer shall provide written notice to Seller no later than 5:00 p.m. (PT) on the last day of the Due Diligence Period.

3. ESCROW AND OTHER FEES: Within three (3) days following the Full Execution of this Agreement by Seller and Buyer, Buyer shall open escrow at Old Republic Title Company, in Los Altos, California, or at such other escrow company as may be agreed to by Seller and Buyer (“Title Company” or “Escrow Holder”); with escrow instructions to be based upon the terms and conditions set forth herein, and Buyer shall deliver a copy of this Agreement to the Escrow Holder. On behalf of Buyer, the San Mateo County Executive, or designee, shall execute the necessary escrow instructions and/or additional documents which may be required to complete Closing of this real property transaction. This Agreement shall become part of the escrow and shall constitute the basic instructions and documents as are reasonably required to complete Closing of the transaction contemplated herein, in accordance with the terms and conditions of this Agreement. In case of conflict between this Agreement and any related escrow documents, the terms of this Agreement shall control.

The Closing shall occur on **June 28, 2025**, (the “Closing Date”), or such other date as the parties hereto shall mutually agree in writing. The “Closing” is defined as (a) the satisfaction of all conditions herein stated, except those conditions that may be, and in fact are waived by an express written waiver duly executed by the waiving party; (b) the recordation of a Quitclaim Deed and Certificate of Acceptance conveying Seller’s interest in the Property to Buyer; and (c) the deposit of the Purchase Price by Buyer into escrow and its application as a pre-payment credit on the Sublease.

Escrow, title and other fees shall be paid as follows:

- a) A Standard California Land Title Association owner’s policy of title insurance covering the Property shall be paid for by Buyer, in favor of Buyer in the amount of the Purchase Price subject to all of the title exceptions that may be permitted by Buyer.
- b) Buyer shall pay for any additional title insurance coverage that may be required by Buyer, including any extended or ALTA coverage or endorsements to such policy requested by Buyer (to the extent available) together with the cost of any survey obtained by Buyer.
- c) All existing insurance policies (if any) shall be canceled at time of Closing and Buyer acknowledges and agrees that Seller cannot endorse any such existing insurance policies to Buyer.
- d) Buyer shall pay the Escrow Holder’s fees at the time of Closing.
- e) Amounts payable under the approved contracts shall be prorated on an accrual basis.

Escrow Holder shall be obligated as follows:

- a) To provide current preliminary title reports covering the Property, at Buyer’s expense if any.
- b) To record concurrently with Closing, the Quitclaim Deed and the Certificate of Acceptance to be recorded concurrently, conveying Seller’s interest in the Property to Buyer, and to record such other documents as may be mutually requested by the parties in writing in connection with Closing, including (a) the Amendment to Sublease; and (b) the Restrictive Covenants Agreement
- c) To issue or have issued to Buyer the California Land Title Association policy of title insurance required herein, and any alternative or extended coverage desired by Buyer.
- d) To provide Buyer and Seller a final closing statement with certification by the Title Company. At least three (3) business days prior to the Closing Date, the parties shall agree upon all of the prorations to be made and submit a statement to Escrow Holder setting forth the same.

4. **COMMISSION:** Neither County nor City shall be responsible for the payment of any real estate commissions or fees resulting from this transaction. Each Party represents and warrants to the other Party that it has had no dealings with any broker or agent in connection with this transaction or the Property, has not made any promises or agreements with any third party for the payment of any broker's commission or finder's fees, and shall not be responsible for the payment of any real estate commissions or fees resulting from this transaction. Each Party shall indemnify, defend, reimburse, and hold harmless the other Party from and against any and all claims, demands, liabilities, losses, costs and expenses (including, without limitation, attorney's fees and costs) arising from any broker's commission or finder's fees for any brokers or finders.

5. **GOOD FAITH DISCLOSURE BY SELLER:** Seller shall make a good faith disclosure to Buyer of any and all material facts, findings, or information on the Property known to Seller (without investigation) and not readily discoverable by Buyer, including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contracts, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning reports; environmentally hazardous material such as dioxins, oils, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination. Any and all facts or information known by Seller concerning the condition of the Property shall be delivered to Buyer no later than March 25, 2025.

If such facts or information provided by Seller disclose conditions that adversely affect the continued or contemplated use of the Property, and that Buyer reasonably deems unacceptable, or if Buyer otherwise discovers such facts or information through its investigations, tests and/or surveys (including without limitation its review of title) which disclose such conditions, and Seller is unwilling or unable to correct such conditions to the reasonable satisfaction of Buyer or any governmental body having jurisdiction, then Buyer may, at its sole option, terminate this Agreement. Within ten (15) business days after actual receipt of said disclosure information, Buyer shall notify Seller of the conditions it deems unacceptable and the corrections desired and request Seller, at Seller's expense, to correct the condition(s) affected thereby to the reasonable satisfaction of Buyer. Failure to so correct shall be grounds for termination of this Agreement. If Buyer fails to deliver timely notice as contemplated herein, then Buyer shall be deemed to have waived this condition.

6. **INSPECTION BY BUYER:** Buyer, upon not less than one (1) business day notice to the Seller, shall have the right of entry onto the Property to conduct such non-invasive and non-intrusive inspections and testing thereon as are, in Buyer's sole discretion, necessary to reasonably determine the condition of the Property. The scope of any such testing or inspection which requires physical sampling of all or any part of the Property shall be subject to:

- a) The prior written approval of Seller, which Seller may withhold or condition in its sole and absolute discretion.
- b) Seller's receipt of a certificate of insurance evidencing any insurance coverage reasonably required by Seller.
- c) The requirement that Buyer conduct all such inspections and testing, including the

disposal of samples taken, in accordance with applicable law and at no cost or liability to Seller, and with no substantial disturbance of or interference with the businesses being conducted on the Property. Buyer shall complete such inspections and testing within the Due Diligence Period and shall restore all areas of the Property to its pre-test and pre-inspection condition as near as is practicable.

If any toxins or contaminants are discovered on the Property, Buyer shall notify Seller immediately, and Seller shall have the right, but not the responsibility to take any actions in response to such notifications that it deems necessary in its sole and absolute discretion. If Seller elects not to take actions in response to such notifications, then, notwithstanding other provisions contained herein, Seller and/or Buyer shall have the right (prior to the expiration of the Due Diligence Period) to terminate this Agreement with no further liability.

Buyer shall give Seller written notice prior to the commencement of any testing or inspections in, on or about the Property, and Seller shall have the right to post Notices of Testing, and/or Notices of Non-responsibility as provided by law. All testing on the Property shall keep the Property free and clear of claims, charges and/or liens for labor and materials, and Buyer shall defend, indemnify and save harmless Seller, its agents and employees from and against any and all claims, demands, damages, costs, losses, expenses (including attorney's fees), judgments or liabilities arising out of, related to, or in connection with any such testing, inspection or entry by Buyer, its partners, officers, directors, members, shareholders, independent contractors, agents or employees (collectively, "Buyer's Agents"). The foregoing indemnification covenant shall survive Closing and any termination of this Agreement.

Should Buyer decide, for whatever reason, to terminate this Agreement prior to Closing, at Seller's request, any and all reports, including title documents and surveys, inspection reports and government entity responses acquired by the County during its Due Diligence Period shall be passed on to the Seller.

7. TITLE AND DEED: Title to the Property is to be free of all exceptions to title except those expressly approved by Buyer, and free of all leases except those written leases disclosed to Buyer as part of the diligence documents, provided that the Property shall be subject to the Restrictive Covenants Agreement.

Buyer shall have the right to review the preliminary title report and disapprove in writing any items disclosed in said report prior to the Closing. Seller shall have fifteen (15) days after receipt of Buyer's notice of disapproval to correct the condition(s) that adversely affect the Property. Failure to correct shall be grounds for termination of this Agreement by Buyer.

Seller may request the Closing Date be extended for ten (10) days where there is a need for Seller to correct an adverse condition unless Seller refuses to correct such condition or unless correction requires more than ten (10) days in which case the Closing Date shall be extended to the date of refusal or date of correction respectively.

8. REPRESENTATIONS AND WARRANTIES OF BUYER: Buyer represents and warrants to Seller that the following statements are true and correct and shall be true and correct as if originally made on and as of Closing:

- a) Buyer has full power and authority to enter into and perform this Agreement and all documents and instruments to be executed by Buyer pursuant to this Agreement (collectively, “Buyer’s Documents”); and
- b) this Agreement has been, and Buyer’s Documents will be, duly executed and delivered by Buyer, or by duly authorized officers or representatives of Buyer; and
- c) No consent, authorization, order or approval of, or filing or registration with, any other governmental authority or other person is required for the execution and delivery by Buyer of this Agreement and Buyer’s Documents or the consummation by Buyer of the transactions contemplated by this Agreement and Buyer’s Documents.

This paragraph 8, and Buyer’s representations and warranties contained herein, shall survive the Closing.

9. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller has offered the Property in an “As-Is, Where Is” condition. Seller represents and warrants to Buyer that the following statements are true and correct and shall be true and correct as if originally made on and as of Closing:

- a) Seller has full power and authority to enter into and perform this Agreement and all documents and instruments to be executed by Seller pursuant to this Agreement (collectively “Seller’s Documents”);
- b) This Agreement has been, and Seller’s Documents will be, duly executed and delivered by duly authorized officers or representatives of Seller;
- c) No consent, authorization, order or approval of, or filing or registration with, any other governmental authority or other person is required for the execution and delivery by Seller of this Agreement and Seller’s Documents, or the consummation by Seller of the transactions contemplated by this Agreement and Seller’s Documents;
- d) To Seller’s actual knowledge, there is no litigation pending against Seller which, if determined adversely, would have a material adverse effect on the Property or Seller’s right to transfer title to the Property; and
- e) Seller has not granted any option or right of first refusal or first opportunity to any party other than Buyer to acquire fee interest in the Property.

As used in this Agreement, “Seller’s actual knowledge” means the current, actual knowledge of Seller, without duty to investigate and shall not include constructive knowledge or knowledge that Seller could have obtained through investigation or inquiry. No broker, agent, or party other than Seller is authorized to make any representation or warranty for or on behalf of Seller.

From and after the Effective Date, Buyer and Seller shall each immediately advise the other in writing of any information it receives which indicates that a representation or warranty made by Seller in this Section 9 is, or has become, untrue in any material respect. Seller shall have five (5) days after receipt of Buyer's written notice or after delivery of Seller's written notice to attempt to remedy the breach or inaccuracy in such representation or warranty. In the event Seller is unwilling or unable to remedy such inaccuracy within such period, Buyer shall have the right, as its sole and exclusive remedy, exercisable by giving written notice to Seller and Escrow Holder within five (5) days after the expiration of Seller's five (5) day cure period, either (i) to terminate this Agreement, or (ii) to consummate the transaction contemplated by this Agreement. If Closing is scheduled to occur prior to said notice and curing periods, Closing shall be delayed to provide for the expiration of both periods at least five (5) days prior to Closing. If Buyer elects to proceed with Closing after Buyer has received Seller's written notice of any actual or alleged inaccuracy or breach of Seller's representations and warranties or after Buyer has discovered any such change in circumstances, then (a) Seller's representations and warranties shall be deemed revised in accordance with the change in circumstances as disclosed or discovered, (b) Buyer shall have waived any right or remedy concerning such change in circumstances, and (c) Seller shall be fully and forever released and discharged from any liability or obligation with respect to such change in circumstances.

The Property is being sold, and Buyer is accepting possession of the Property on the Closing Date, "as is, with all faults," with no right of setoff or reduction in the Purchase Price, except for Seller's representations and warranties set forth in this Agreement that expressly survive Closing and instruments executed by Seller at Closing (the "Seller's Warranties"). Except for Seller's Warranties and any express representations made in writing by Seller, neither Seller, its counsel or brokers, nor any partner, officer, director, employee, affiliate, agent or attorney of Seller, its counsel or brokers nor any other party related in any way to any of the foregoing (each a "Seller Party" and collectively the "Seller Parties") have or shall be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Buyer with respect to the Property, any matter set forth, contained or addressed in the diligence documents (including, but not limited to, the accuracy and completeness thereof) or the results of the investigations.

Notwithstanding anything to the contrary herein, Buyer is not waiving any rights that are not waivable under applicable California law.

This paragraph 9, and Seller's representations and warranties contained herein, shall survive the Closing.

10. TIME OF ESSENCE: Time is of the essence in the performance by the parties in respect to this Agreement.

11. NOTICES: All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, Buyer may also provide notices, documents, correspondence or such other communications to Seller by personal delivery or by first class mail postage prepaid and any such notices, documents, correspondence and communications so given shall be deemed to have been given upon actual receipt.

IF TO SELLER: Via regular mail:
City of Half Moon Bay
Attn: Matthew Chidester, City Manager
501 Main Street
Half Moon Bay, CA 94019(650) 726-8272
mchidester@hmbcity.com

IF TO BUYER: Real Property Division
County of San Mateo
555 County Center, 4th Floor
Redwood City, CA 94063
650-363-4047
cshaker@smcgov.org

ESCROW HOLDER: Old Republic Title Company
Attn: Angie Civjan
167 South San Antonio Rd. Ste. 5
Los Altos, CA 94022
(650) 941-5700
ACivjan@ortc.com

12. **SUCCESSORS:** This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assignees of the parties to this Agreement.

13. **ASSIGNMENT PROHIBITION:** Buyer shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any sale, assignment, or other transfer in violation of this Section 13 shall be null and void.

14. **WAIVERS:** No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

15. **CONSTRUCTION:** Section headings are solely for the convenience of the parties and are not a part and shall not be used to interpret this Agreement. The singular form shall include the plural and vice-versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

16. **FURTHER ASSURANCES:** Whenever requested by the other party, each party shall execute, acknowledge and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurances, approvals, consents and all further instruments and documents as may be necessary, expedient or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and

to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

17. **THIRD PARTY RIGHTS:** Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

18. **INTEGRATION:** This Agreement contains the entire agreement between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the purchase of the Property.

19. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument.

20. **AMENDMENT:** This Agreement may not be amended or altered except by a written instrument executed by Buyer and Seller.

21. **PARTIAL INVALIDITY:** Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all remaining provisions of this Agreement shall remain in full force and effect.

22. **EXHIBITS:** All attached exhibits are incorporated in this Agreement by reference.

23. **AUTHORITY OF PARTIES:** All persons executing this Agreement on behalf of any party to this Agreement warrant that they have the authority to execute this Agreement on behalf of that party.

24. **GOVERNING LAW:** The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws and any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

25. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing original signatures are provided within seventy-two (72) hours of transmission; however, funds shall not be released nor shall documents be accepted for recordation by the San Mateo County Recorder's Office until such documents bearing original signatures are received by Buyer.

IN WITNESS WHEREOF, Buyer and Seller have executed this Real Estate Purchase and Sale Agreement and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by Buyer.

BUYER:

COUNTY OF SAN MATEO

A political subdivision of the State of California

By: _____

Name: _____

Title: President, County Board of Supervisors

Date: _____

SELLER:

CITY OF HALF MOON BAY

A California municipal corporation

By: _____

Name: Matthew Chidester

Title: City Manager

Date: _____

Exhibit A
LEGAL DESCRIPTION

EXHIBIT B
FORM OF AMENDMENT TO SUBLEASE

Exempt from: Recording fees pursuant to Section 27383 of the Government Code; Filing fees pursuant to Section 6103 of the Government Code; and Transfer Taxes pursuant to Section 11928 of the Revenue and Taxation Code

Recording requested by
and return to:

COUNTY OF SAN MATEO
Michael Callagy
County Executive
500 County Center, Fifth Floor
Redwood City, CA 94063

FIRST AMENDMENT TO SUBLEASE

This First Amendment to Sublease (the “First Amendment”) is entered into as of the First Amendment Effective Date (defined herein) by and between the County of San Mateo (the “County”), a political subdivision of the State of California, as sublessor, and the City of Half Moon Bay (the “Borrower”), a city duly organized and existing under and by virtue of the laws of the State of California, as sublessee.

RECITALS

WHEREAS, the County and Borrower entered into that certain Sublease dated September 1, 2023 (the “Sublease”), recorded as Instrument No. 2023-051063 CONF in the Official Records of the County of San Mateo (“Official Records”); and

WHEREAS, under the Sublease, Base Rental Payments are due and owing by Borrower to the County in accordance with the terms of the Sublease and the Base Rental Payment Schedule set forth at Exhibit B thereto; and

WHEREAS, as of November 26, 2024, the County and Borrower executed a First Addendum to Sublease (“First Addendum”), recorded in the Official Records under Instrument No. 2024-064137 CONF, to delay the County’s receipt of Borrower’s December 15, 2024 Base Rental Payment until the date of the following Base Rental Payment under the Base Rental Payment Schedule, *i.e.*, until April 15, 2025; and

WHEREAS, as of February __, 2025, the County and Borrower executed a Second Addendum to Sublease (“Second Addendum”), recorded in the Official Records under Instrument No. _____ CONF, to delay the County’s receipt of Borrower’s December 15, 2024 and April 15, 2025 Base Rental Payments until the date of the following Base Rental Payment under the Base Rental Payment Schedule, *i.e.*, until December 15, 2025; and

WHEREAS, in connection with and as part of the consideration for that certain Real Estate Purchase and Sale Agreement and Escrow Instructions between the County and Borrower, dated _____, 2025, with respect to the County’s acquisition of a portion of the real property and

improvements located at 880 Stone Pine Road, Half Moon Bay, California 94019, as further described therein, the County and Borrower have agreed to and now wish to amend the Sublease to adjust Borrower's Base Rental Payments Schedule to reflect application of a prepayment credit in the amount of \$1,234,000 via this First Amendment; and

WHEREAS, the revised Base Rental Payments Schedule agreed to herein shall replace the prior Base Repayments Schedule and any deferral provided for in the First Addendum and Second Addendum.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Borrower hereby agree as follows:

1. Capitalized terms used but not defined herein shall have the meaning set forth in the Sublease.
2. Pursuant to Section 7.02(c) of the Sublease, the County and Borrower hereby agree to the application of a prepayment credit in the amount of \$1,234,000 toward Borrower's Base Rental Payments. In accordance with this prepayment credit, Exhibit B (Base Rental Payments Schedule) to the Sublease is hereby replaced with and superseded by the revised Exhibit B attached hereto and incorporated by reference as if fully set forth herein.
3. This First Amendment shall be effective as of the date of execution by the County and Borrower (the "First Amendment Effective Date").
4. All other terms and conditions of the Sublease between the County and Borrower shall remain in full force and effect.

IN WITNESS WHEREOF, the County and Borrower have executed this First Amendment as of the respective dates set forth below.

COUNTY OF SAN MATEO

By: _____

Michael Callagy,
County Executive
County of San Mateo

Date: _____

CITY OF HALF MOON BAY

By: _____

Matthew Chidester,
City Manager
City of Half Moon Bay

Date: _____

[ADD NOTARY ACKNOWLEDGMENT]

EXHIBIT B

Base Rental Payment Schedule

(Adjusted to reflect application of a prepayment credit in the amount of \$1,234,000)

Year	April 15 Installment Payment	December 15 Installment Payment
1 (2023)	Pre-term, no payment due	Deferred
2 (2024)	Deferred	Deferred
3 (2025)	Deferred	\$172,955
4 (2026)	\$172,955	\$172,955
5 (2027)	\$172,955	\$172,955
6 (2028)	\$172,955	\$172,955
7 (2029)	\$172,955	\$172,955
8 (2030)	\$172,955	\$172,955
9 (2031)	\$172,955	\$172,955
10 (2032)	\$172,955	\$172,955
11 (2033)	\$172,955	Post-term, no payment due unless term extended

EXHIBIT C
FORM OF RESTRICTIVE COVENANTS AGREEMENT

RECORDING REQUESTED BY:

County of San Mateo Department of Housing

WHEN RECORDED, MAIL TO:

County of San Mateo
Department of Housing
264 Harbor Blvd., Bldg. A
Belmont, CA. 94002

PONY DOH 209

Attn: _____

Exempt from Recording fees pursuant to Section 27383 of the Government Code

(This Space for Recorder's Use Only)

APN: _____

RESTRICTIVE COVENANTS AGREEMENT

This Restrictive Covenants Agreement (the "**Agreement**"), dated January 1, 2025 for reference purposes only, is entered into by County of San Mateo, a political subdivision of the State of California, and its successors, assigns and transferees (the "**County**"), and the City of Half Moon Bay, a municipal corporation (the "**City**"). County and City may be collectively referred to herein as "Parties" and individually as a "Party."

RECITALS

This Agreement affects that certain real property located at 880 Stone Pine Road, in the City of Half Moon Bay, County of San Mateo, State of California (APN _____), as more particularly described in the Legal Description attached hereto as **Exhibit "A"** and incorporated herein by this reference (the "**Property**") and is made based on the following facts and understandings:

1. County and City each have an interest in and commitment to the development of affordable housing (hereinafter, "**Affordable Housing**," as defined herein), which development will have a positive impact on and provide public benefits to County and City and their residents.
2. County has of even date herewith acquired fee title to the Property from City for the purpose of developing Affordable Housing on the Property, and for which the execution and recordation of this Agreement was a condition of and consideration for City's sale of the Property to County.
3. County has received funding under the Joe Serna, Jr. Farmworker Housing Grant Program for the acquisition of manufactured housing in connection with the development of the Property.
4. County and City agree that the Property should be governed by the Covenants set forth herein.

NOW, THEREFORE, in consideration of City's sale of the Property to County and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County hereby covenants, agrees, and declares that the Property shall be owned, held, used, maintained, and transferred pursuant to the following restrictive covenants, conditions, restrictions, and limitations ("**Covenants**"). Such Covenants shall be binding upon County's successors, assigns and transferees to or of the Property, and upon all leases, tenants, contractors, agents, and persons claiming an interest in the Property, or claiming an interest by and through any of the foregoing.

COVENANTS

1. **Operation of Affordable Housing.** County, for itself and for its successors and assigns, hereby declares, and covenants that use of the Property is restricted to the operation of Affordable Housing and to uses ancillary to such Affordable Housing (including, without limitation, use and occupancy of unit(s) by manager(s) of such Affordable Housing) at amounts not exceeding the Maximum Monthly Rent (excluding unit(s) occupied by manager(s)). For purposes of this Agreement, Affordable Housing means and includes housing restricted to use and occupancy by low-income households (meaning households, adjusted for the actual number of persons in the applicable household, for which gross household income is no more than eighty percent (80%) of Area Median Income for San Mateo County as published annually by the U.S. Department of Housing and Urban Development). For purposes of this Agreement, Maximum Monthly Rent means monthly rents that do not exceed one-twelfth (1/12th) of thirty percent (30%) of eighty percent (80%) of Area Median Income for San Mateo County, as adjusted for the actual number of persons in the applicable household. In the event that such income determinations are no longer published, or are not updated for a period of eighteen (18) months or more, County and City shall reasonably agree on other income determinations that are reasonably similar with respect to method of calculation to those referred to herein. Notwithstanding the foregoing, if, upon recertification of household income a household no longer qualifies as a low-income household and the gross household income for the household is greater than eighty percent (80%) of Area Median Income for San Mateo County as defined herein, then subject to compliance with any applicable state program requirements: (a) upon transfer any replacement or next available comparable unit shall target a low-income household; and (b) such household's rent may be increased to the lesser of 30% of the household's actual monthly household income or to a comparable market rent for a unit of comparable size, upon sixty (60) days' written notice to household.

2. **Covenants Run with the Land.** The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to these Covenants. The foregoing Covenants are intended to constitute both equitable servitudes and covenants running with the land. County expressly acknowledges and agrees that the Covenants are reasonable restraints on the County's right to own, use, maintain, and transfer the Property and any estate or interest therein and are not and shall not be construed to be an unreasonable restraint on alienation. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such Covenants, regardless of whether such Covenants are set forth in such contract, deed, or other instrument.

3. **Binding Effect.** Any purchaser of the Property or of any portion of or interest in the Property, by the acceptance of a deed therefore, whether from the County or from any subsequent owner of the Property, or by the signing of a contract or agreement to purchase the Property, shall by the acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the Covenants set forth in this Agreement.

4. **Term of Agreement.** The Covenants in this Agreement shall be binding, effective, and

enforceable commencing upon the Effective Date of this Agreement, and they shall continue in full force and effect for a period of fifty-five (55) years thereafter (the “**Affordable Housing Period**”), regardless of any sale, assignment, transfer, or conveyance (including, without limitation, by foreclosure sale) of the Property or any portion thereof. After the end of the Affordable Housing Period, this Agreement and all of its restrictions shall irrevocably and permanently terminate without any act, cost, or fee due from City, County, or occupants of the Property.

5. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

6. Recordation of Agreement. This Agreement shall be recorded, and shall remain, as a lien against the Property in first position over all other agreements, covenants, liens, or other matters of record on the Property. This Agreement may be subordinated to financing upon approval by County and with the consent of City, which consent shall not be unreasonably withheld, delayed, or conditioned.

7. Default: Subject to the extensions set forth in Section 10 of this Agreement, failure by either Party to perform any action or covenant required by this Agreement within the time periods provided herein and therein following notice and failure to cure as described hereafter, constitutes a “**Default**” under this Agreement. A Party claiming a Default shall give written notice of Default to the other Party specifying such Default. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other Party, and the other Party shall not be in Default if such Party within thirty (30) days from receipt of such notice, cures, corrects, or remedies such failure or delay, or if such Default cannot reasonably be cured within thirty (30) days, such Party commences such cure within thirty (30) days of receipt of such notice and thereafter diligently prosecutes such cure to completion.

8. Remedies; Legal Actions: City's sole remedy for County's uncured Default under this Agreement shall be to institute an action at law or equity to seek specific performance of the terms of this Agreement. City shall not be entitled to recover damages for any Default of County hereunder, and City hereby expressly and unconditionally waives any such right to damages arising from or related to this Agreement. All legal actions must be instituted in the Superior Court of the County of San Mateo, State of California, or in the United States District Court for the Northern District of California.

9. Notices: Any notice required or permitted under this Agreement shall be in writing, and may be personally delivered, delivered by reputable courier that provides a receipt with the date and time of delivery, or deposited with the United States Postal Service for mailing, postage prepaid, to the address of the other Party as stated in this Section, and shall be deemed to have been given or sent at the time of personal delivery, delivery by courier, or, if mailed, on the second day following the date of deposit in the course of transmission with the United States Postal Service, with email copy as provided below. Notices shall be sent as follows (subject to update by written notice of a Party):

In the case of County to:	Name/Title: Raymond Hodges, San Mateo County Director of Housing Address: 264 Harbor Blvd., Bldg. A Belmont, CA 94002 Telephone: 650-802-3389 Email: rhodges@smchousing.org
With a copy to:	Name: San Mateo County Attorney’s Office Address: 500 County Center, 4 th Floor

	<p>Redwood City, CA 94063 Telephone: 650-599-1338 Attention: Daniel McCloskey, Esq. Email: dmccloskey@smcgov.org</p>
In the case of City, to:	<p>Name: City of Half Moon Bay Address: 501 Main Street Half Moon Bay, CA 94109 Attention: Matthew Chidester Telephone: 650-726-8272 Email: mchidester@hmbcity.org</p>
With a copy to:	<p>Name: Catherine C. Engberg, Esq. Title: City Attorney Address: Shute, Mihaly & Weinberger 396 Hayes Street San Francisco, CA 94102-4421 Telephone: 415-522-7272 Email: cengberg@smwlaw.com</p>

10. Enforced Delay: Extension of Times of Performance: Performance by either Party shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; pandemics; quarantine; restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials, or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other Party; acts or failures to act of any public or governmental agency or entity (other than the Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within ten (10) days of the commencement of the cause. Times of performance under this Agreement may also be extended by written agreement of the Parties.

11. Relationship Between County and City: The Parties acknowledge that the relationship between County and City is not that of a partnership or joint venture and that County and City shall not be deemed or construed for any purpose to be the agent of the other.

12. No Third-party Rights: The Parties intend that no rights nor remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation, or undertaking established herein.

13. Approvals and Actions: Each of the signatories hereto warrants that they are authorized to sign this Agreement on behalf of the Party for whom they sign and binds that Party to the terms of this Agreement. This Agreement shall be administered and executed on behalf of County by the Director of the San Mateo County Department of Housing.

14. Counterparts: This Agreement may be signed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement.

15. **Integration:** This Agreement constitutes the entire understanding and agreement of the Parties, notwithstanding any previous negotiations or agreements between the Parties with respect to the subject matter hereof. Any such prior agreement, promises, negotiations, or representations between the Parties, oral or written, express or implied, are hereby superseded by this Agreement.

16. **Modifications:** Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

17. **Severability:** If any provision of this Agreement shall be held, to any extent, invalid or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby and such provision which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

18. **Legal Advice:** Each Party represents and warrants that they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

19. **Cooperation:** Each Party agrees to cooperate with the other and to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

20. **Effective Date.** For purposes of this Agreement, the "**Effective Date**" shall mean the date when this Agreement becomes fully executed by all Parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the respective dates set forth below.

COUNTY OF SAN MATEO, a political subdivision of the state of California

By:

Date:

CITY OF HALF MOON BAY, a municipal corporation

By:

Matthew Chidester,
City Manager, City of Half Moon Bay

Date:

ADD NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary seal above

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary seal above

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary seal above

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT D
FORM OF CERTIFICATE of ACCEPTANCE

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SAN MATEO: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the Quitclaim Deed dated _____, 2025, from CITY OF HALF MOON BAY, a California municipal corporation, as Grantor, to COUNTY OF SAN MATEO, a political subdivision of the State of California, as Grantee, is hereby accepted by order of the Board of Supervisors of the County of San Mateo on _____, 2025, pursuant to authority conferred by resolution of the Board of Supervisors of the County of San Mateo adopted on _____ 2025, and the County of San Mateo consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal.

this _____ day of _____, 2025

COUNTY OF SAN MATEO

By: _____
Michael P. Callagy
County Executive Officer

RESOLUTION NO. C-2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MAINTENANCE AND
OPERATION MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF SAN
MATEO FOR CERTAIN IMPROVEMENTS ASSOCIATED WITH THE STONE PINE COVE
COMMUNITY LOCATED ON 830 STONE PINE ROAD, HALF MOON BAY**

WHEREAS, the City and County of San Mateo (County) are currently jointly developing the 6.87 acre parcel (830 Stone Pine Road) also referred to as Parcel 1 of the Stone Pine Cove Final Parcel Map as a 47 unit farmworker affordable housing project; and

WHEREAS, on March 4, 2024, the City Council authorized the City Manager to enter into a Purchase Sale Agreement with the County for sale of 830 Stone Pine Road ALSO KNOWN AS Parcel 1 of the Stone Pine Cove Parcel Map; and

WHEREAS, upon closing of the sale, the County will be the owner of the Stone Pine Cove affordable housing project within City limits; and

WHEREAS, the Stone Pine Cove Community will be professionally managed under County oversight and the management will include private infrastructure, open space amenities and landscape improvements within the developed site; and

WHEREAS, the City and County have agreed that there are certain improvements which either jointly benefit the City and County or are best maintained by the City within the property; and

WHEREAS, the City and County have completed negotiations and are seeking authority to enter into a five-year MOU affirming maintenance commitments by the City and the payment by the County for such work.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council authorizes the City Manager to enter into a Maintenance and Operation Memorandum of Understanding, substantially in the form included as Exhibit A to the resolution, covering specific areas and items within 830 Stone Pine Road.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 4th day of March 2025, by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

Maggie Rodriguez, Assistant City Clerk

APPROVED:

Robert Brownstone, Mayor

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF SAN MATEO AND THE CITY OF HALF MOON BAY
REGARDING MAINTENANCE AND COST SHARING FOR STONE PINE COVE**

This Memorandum of Understanding (“MOU”) is entered into this _____ of _____, 2025 (the “Effective Date”), by and between the County of San Mateo, a political subdivision of the State of California (the “County”), and the City of Half Moon Bay, a California municipal corporation (the “City,” and, together with the County, the “Parties”), and sets forth the Parties’ understandings and expectations related to maintenance and cost sharing for certain improvements associated with the Stone Pine Cove Project, an affordable housing development for farmworkers.

RECITALS

- A. **WHEREAS**, City acquired that certain approximately 20.33-acres of real property located at 880 Stone Pine Road, Half Moon Bay (APN 056-260-180) (the “880 Stone Pine Property”), a portion of which City has developed and is using as City’s corporation yard; and
- B. **WHEREAS**, City and County are cooperating on developing an affordable farmworker housing project on the 880 Stone Pine Property, which generally is expected to include manufactured homes for 46 low- and lower-income farmworker households (the “Stone Pine Cove Project”); and
- C. **WHEREAS**, County has received funding from the State of California under the Joe Serna, Jr. Farmworker Housing Grant Program for the acquisition of manufactured housing in connection with the development of the Stone Pine Cove Project; and
- D. **WHEREAS**, City and County jointly pursued the re-subdivision of the 880 Stone Pine Property, as reflected on the Final Parcel Map, recorded _____, 2025 in the Official Records of San Mateo County as Document No. _____, attached hereto as **Exhibit A**, and incorporated herein by this reference, into three parcels for primary contemplated uses as follows:

<u>Parcel #</u>	<u>Area (approx acres)</u>	<u>Primary Contemplated Uses</u>
Parcel 1	6.87 acres	Stone Pine Cove Project
Parcel 2	7.46 acres	Corporation Yard, frog pond, wildlife corridor
Parcel 3	6.00 acres	Pilarcitos Creek riparian corridor, buffer, trail conservation easement

(Parcel 1, Parcel 2, and Parcel 3 collectively referred to as the “Parcels”); and

E. **WHEREAS**, the Final Parcel Map describes certain easements, burdening certain Parcels and benefitting certain Parcels, including:

<u>Easement</u>	<u>Burdened Parcel</u>	<u>Benefitted Parcel</u>
Public Utility Easement (P.U.E.)	Parcel 1	Parcel 1
Emergency Vehicle Access Easement (E.V.A.E.)	Parcel 1, 2	Parcel 1, 2, 3
Private Access Easement (PVT. A.E.)	Parcel 1	Parcel 2, 3
Private Access Easement (PVT. A.E.)	Parcel 2	Parcel 3
Private Utility Easement (PVT. U.E.)	Parcel 1	Parcel 2
Private Storm Drain Easement (P.S.D.E.)	Parcel 3	Parcel 1
Private Trail Easement (P.T.E.)	Parcel 1	Parcel 3

(the above referenced easements collectively referred to as the “Easements”); and

F. **WHEREAS**, as of the Effective Date, City quitclaimed its interest in Parcel 1 to County; thus, as of the Effective Date, County is the owner of Parcel 1 and City is the owner of Parcel 2 and Parcel 3; and

G. **WHEREAS**, City and County, in their capacities as owners/beneficiaries of certain easements and owners of land to which certain easements are attached; based on their cooperative efforts to develop the Stone Pine Cove Project; and based on the recognition of certain efficiencies that may be gained from designating one of the Parties to perform certain maintenance work, desire to formalize the maintenance of certain improvements on the Parcels and cost sharing for such maintenance; and

H. **WHEREAS**, City has estimated the cost for performing maintenance of certain improvements over the Term of this MOU, and the Parties concur that the estimate is a reasonable projection; and

I. **WHEREAS**, the Parties acknowledge the truth of the Recitals set forth above which are hereby incorporated into this MOU.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to be bound by the following terms in this MOU:

1. IMPROVEMENTS

1.1 **Improvements.** As of the Effective Date, there exist certain improvements on Parcel 1, Parcel 2, and Parcel 3 related to their Primary Contemplated Uses as described above (collectively, the “Existing Improvements”).

1.2 **Relocation of Improvements.** If an Easement is rendered unusable, the Parties shall meet and confer to discuss in good faith and agree upon a relocated or reconfigured alignment, design, or other change to the affected Existing Improvements, which will

be subject to the approval of the Parties and which approval shall not be unreasonably withheld, and shall be memorialized in an agreement in writing by County and City. The Parties shall meet and confer to discuss in good faith and agree upon the cost of such relocation or reconfiguration.

2. MAINTENANCE AND COST SHARING

2.1 **Maintenance**. The Parties anticipate that certain maintenance and repair activities (“Maintenance” and “Maintain”) of certain Existing Improvements on the Parcels will be prudent. The Parties wish to describe their agreements relative to which entity will perform certain Maintenance over the Term of the MOU, as follows:

2.1.1 **City Maintenance of Existing Improvements on Parcel 1**. City shall have sole responsibility to Maintain, and County shall not have any responsibility to Maintain, the following areas located on Parcel 1:

- The approximately 17,750 square feet of asphalt paving located on County’s Parcel 1 in the areas indicated as **Pavement Area 1 (PA-1)** on the City Maintenance Areas drawing (“Maintenance Area Drawing”), attached hereto as **Exhibit B** and incorporated herein by this reference.
- Any private utilities located on County’s Parcel 1 in the areas indicated as the **Private Utility Easement (PVT. U.E.)** on the Final Parcel Map and that exclusively benefit City’s Parcel 2.
- Any private trail improvements located on County’s Parcel 1 in the areas indicated as the **Private Trail Easement (P.T.E.)** on the Final Parcel Map and that exclusively benefit City’s Parcel 3.

In performing the above Maintenance on Parcel 1, City shall coordinate in good faith with County to reasonably minimize impacts to the residents of the Stone Pine Cove Project and shall, where appropriate, provide advance notice of Maintenance to residents.

2.1.2 **City Maintenance of Existing Improvements on County’s Behalf**. City agrees to Maintain on County’s behalf the following areas located on Parcel 1:

- The approximately 2,360 square feet of decomposed granite located on County’s Parcel 1 in the areas indicated as **Pavement Area 2 (PA-2)** on the Maintenance Area Drawing. The scope of City’s Maintenance of Pavement Area 2 (PA-2) shall generally consist of periodic sealing/resurfacing, and path repair.

- The approximately 5,530 square feet of lawn turf located on County's Parcel 1 in the areas indicated as Landscape Area 1 (LA-1) on the Maintenance Area Drawing. The scope of City's Maintenance shall generally consist of periodic trimming/mowing, weed abatement, and irrigation repair.
- The approximately 2,510 square feet of playground surface located on County's Parcel 1 in the areas indicated as Pavement Area 3 (PA-3) on the Maintenance Area Drawing.
- The approximately 200 linear feet of fence and gate located on County's Parcel 1 in the areas indicated as Fencing (F-1) on the Maintenance Area Drawing.
- The playground structure located on County's Parcel 1 in the areas indicated as Amenity Structures 1 (AS-1) on the Maintenance Area Drawing.
- The approximately 63,720 square feet of non-irrigated ground cover located on County's Parcel 1 in the areas indicated as Landscape Area 2 (LA-2) on the Maintenance Area Drawing. The scope of City's Maintenance shall generally consist of periodic trimming/mowing, and weed abatement.
- The picnic tables located on County's Parcel 1 in the areas indicated as Amenity Structure 2 (AS-2) on the Maintenance Area Drawing. The scope of City's Maintenance shall generally consist of periodic cleaning/waste control, and paint touch up/repair.
- The trash/recycle cluster located on County's Parcel 1 in the areas indicated as Amenity Structure 3 (AS-3), on the Maintenance Area Drawing. The scope of City's Maintenance shall generally consist of periodic cleaning/waste control, and paint touch up/repair.

In performing such Maintenance, City shall coordinate in good faith with County to reasonably minimize impacts to the residents of the Stone Pine Cove Project and shall, where appropriate, provide advance notice of Maintenance to residents.

- 2.1.3 County Maintained Improvement. County shall have sole responsibility to Maintain, and City shall have no responsibility to Maintain, the storm drain easement area located on City's Parcel 2 in the areas indicated as the Private Storm Drain Easement (P.S.D.E) on the Final Parcel Map and that exclusively benefit County's Parcel 1, and the bio-retention ponds and areas adjacent to western and southern edges of Parcel 1 identified on the Maintenance Area Drawing.

For avoidance of doubt, except as expressly set forth above, nothing in this MOU addresses nor shall obligate City to perform any Maintenance of infrastructure on County's Parcel 1, or addresses nor shall obligate County to perform any Maintenance of infrastructure on City's Parcel 2 or Parcel 3.

- 2.2 **Payment for Maintenance Services.** In consideration of the Maintenance performed by City on County's behalf of the areas and amenities set forth above in Section 2.1.2, County agrees to compensate City in the form of a one-time lump-sum payment in the amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) ("County Payment").

To the extent City's actual cost of the Maintenance described in Section 2.1 over the Term of the MOU is greater (or less than) than the County Payment, City shall bear the excess cost and/or benefit from the saved cost, and in no event shall County's total fiscal obligation over the Term of this MOU exceed \$500,000.00.

- 2.3 **Damage and Repair.**

2.3.1 **Damage to City Maintained Improvements.** Notwithstanding the Maintenance contemplated above, if County, or their respective officers, directors, employees, agents, tenants, invitees, or other authorized users, or their successors or assigns, cause any damage to the City Maintained Improvements, reasonable wear and tear excepted, County shall promptly repair (or cause to be repaired) such damage at its sole cost after the Parties meet and confer to discuss in good faith and agree upon repair of the damage.

2.3.2 **Damage to County Maintained Improvements.** Notwithstanding the Maintenance contemplated above, if City, or their respective officers, directors, employees, agents, tenants, invitees, or other authorized users, or their successors or assigns, cause any damage to the County Maintained Improvements, reasonable wear and tear excepted, City shall promptly repair (or cause to be repaired) such damage at its sole cost after the Parties meet and confer to discuss in good faith and agree upon repair of the damage.

3. INDEMNIFICATION

3.1 **Indemnity.** Pursuant to Government Code Section 895.4, each Party agrees to fully indemnify, defend, and hold the other Party, and their officers, directors, employees, agents, tenants, invitees, or other authorized users, or their successors or assigns (each, an "Indemnified Party"), harmless from and against any and all loss, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and all costs, disbursements and expense of legal counsel) (hereinafter, "Claims"), imposed upon

or incurred by or asserted against the Indemnified Party by any third party arising out of or in any way connected with any act, omission, or negligence of the indemnifying Party (or its contractors, officers, directors, agents, representatives, successors, assigns, tenants, or employees' or other authorized users or invitees) in performing the Maintenance contemplated by this MOU. Notwithstanding the foregoing, this indemnification does not apply to the extent any Claims arise from the negligence or willful misconduct of an Indemnified Party. The duty to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778 with counsel reasonably acceptable to the Indemnified Party.

4. GENERAL PROVISIONS

4.1 **Authorizations.** The County Executive and the City Manager, or their respective designees, are authorized to modify the MOU and its terms, resolve conflicts, and/or otherwise grant approvals on behalf of their respective agencies, provided such approvals are not otherwise vested in the authority of the agency's governing board. All such requests and approvals shall be in writing and signed by both Parties.

4.2 **Choice of Law; Venue.** The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Mateo County Superior Court.

4.3 **Notices.** Any notice to be given to the Parties shall be in writing and shall be served, either personally or by mail, to the following:

In case of County, to:

Name/Title: Michael Callagy, County Executive
Address: 500 County Center, 5th Floor, Redwood City, CA 94063

In the case of City, to:

Name/Title: Matthew Chidester, City Manager
Address: 501 Main Street, Half Moon Bay, CA 94019

Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail, reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery shall constitute the date of service.

4.4 **Construction.** All section headings are for reference only and shall not be considered in construing this MOU.

- 4.5 **Severability**. If any provision of this MOU shall be held to be invalid, void or unenforceable, the validity, legality or enforceability of the remaining portions of this MOU shall not in any way be affected or impaired thereby.
- 4.6 **Entire Agreement**. This MOU sets forth the entire agreement between the Parties, and supersedes all other oral or written provisions relative to maintenance and cost sharing of the Maintained Improvements. This MOU may be modified only as provided in Section 4.1, "Authorizations."
- 4.7 **Cooperative Drafting**. This MOU has been drafted through a cooperative effort of all the Parties, and all the Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.
- 4.8 **Representation re Authority of Parties/Signatories**. Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this MOU. Each Party represents and warrants to the other that the execution and delivery of the MOU and the performance of such Party's obligations hereunder have been duly authorized and that the MOU is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
- 4.9 **No Third Party Beneficiaries**. Except as expressly set forth herein, nothing contained in this MOU is intended to or shall be deemed to confer upon any person, other than the Parties, any rights or remedies hereunder.
- 4.10 **Conflict of Interest**. Each of the Parties shall avoid all conflicts of interest in the performance of this MOU and shall immediately notify the other Parties should a conflict of interest arise that would prohibit or impair its ability to perform under this MOU.
- 4.11 **Disputes**. The Parties agree that, with regard to all disputes or disagreements arising under this MOU that are not resolved informally at the staff level after a good faith attempt, the Parties may, at their sole and mutual discretion, agree to engage in mediation, and the costs of any such mediation shall be divided equally between the Parties.
- 4.12 **Non-Discrimination**. The Parties will not discriminate, in any way, against any person based on sex, pregnancy, childbirth or related medical conditions, race, veteran status, religion, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, gender (including gender identity and gender perception), sexual orientation, use of family medical leave, genetic testing, or any other basis protected by federal or state law. This policy shall apply to all employment practices.

- 4.13 **Counterparts**. This MOU may be executed in counterparts, each of which will be deemed an original and all of which together will constitute a complete agreement. Moreover, this MOU may be signed by electronic signature and copies of original signatures shall be treated the same as the originals.
- 4.14 **Amendment**. This MOU may be amended only by an instrument in writing executed by the Parties hereto or their successors and assigns.
- 4.15 **No Partnership**. Nothing contained in this MOU shall be construed as making County and City joint venturers or partners.

5. TERM OF MOU

- 5.1 **Term**. This MOU will expire five (5) years after the Effective Date, unless earlier terminated as provided in Section 5.2, "Termination." However, the Parties agree to meet and confer six (6) months prior to end of the term of this MOU regarding any modifications that may need to be made to the terms and conditions of this MOU, including an extension of the term, in accordance with Section 4.1, "Authorizations."
- 5.2 **Termination**. A Party's rights and obligations under this MOU shall be assignable upon the transfer of either the Party's interest in this MOU or the Party's fee title to a Parcel, as the case may be, except that rights, obligations, and liabilities relating to acts or omissions occurring prior to transfer shall survive transfer.

[Signatures on following page]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this MOU effective as of the Effective Date.

COUNTY

The County of San Mateo

By: _____

Name: Michael Callagy

Title: County Executive

CITY

The City of Half Moon Bay

By: _____

Name: Matthew Chidester

Title: City Manager

DRAFT

EXHIBIT A
FINAL PARCEL MAP

DRAFT

EXHIBIT B
MAINTENANCE AREA DRAWING

SHEET INDEX

- SHEET 1 - TITLE SHEET
- SHEET 2 - SUBDIVISION BOUNDARY
- SHEET 3 - PRIVATE TRAIL EASEMENT (P.T.E.) & PRIVATE STORM DRAIN EASEMENT (P.S.D.E.)
- SHEET 4 - EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.) & PRIVATE ACCESS EASEMENTS (PVT. A.E.)
- SHEET 5 - PUBLIC UTILITY EASEMENT (P.U.E.) & PRIVATE UTILITY EASEMENT (PVT. U.E.)
- SHEET 6 - LINE & CURVE TABLES

OWNER'S STATEMENT

THE UNDERSIGNED CITY OF HALF MOON BAY, A MUNICIPAL CORPORATION, HEREBY STATES THAT (i) IT IS THE OWNER OF THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE HEREIN MAP, (ii) IT IS THE ONLY PERSON OR ENTITY WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY (OTHER THAN THE BENEFICIARY WHOSE SIGNATURE IS SET FORTH HEREIN), AND (iii) IT HEREBY CONSENTS TO THE MAKING AND RECORDING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE

THE REAL PROPERTY DESCRIBED BELOW ARE HEREBY DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

1. A PUBLIC UTILITY EASEMENT (P.U.E.) OVER PARCEL ONE, AS SHOWN ON THIS PARCEL MAP.
2. AN EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.) OVER PARCELS ONE AND TWO, AS SHOWN ON THIS PARCEL MAP.

AFTER RECORDATION OF THIS MAP, OWNER SHALL GRANT THE FOLLOWING EASEMENTS UPON CONVEYANCE OF THE LOTS SUBDIVIDED HEREON:

1. A PRIVATE ACCESS EASEMENT (PVT. A.E.) OVER PARCEL ONE AS SHOWN HEREON FOR THE BENEFIT OF PARCELS TWO AND THREE.
2. A PRIVATE ACCESS EASEMENT (PVT. A.E.) OVER PARCEL TWO AS SHOWN HEREON FOR THE BENEFIT OF PARCEL THREE.
3. A 10.00' PRIVATE UTILITY EASEMENT (PVT. U.E.) OVER PARCEL ONE AS SHOWN HEREON FOR THE BENEFIT OF PARCEL TWO.
4. A 15.00' PRIVATE STORM DRAIN EASEMENT (P.S.D.E.) OVER PARCEL THREE AS SHOWN HEREON FOR THE BENEFIT OF PARCEL ONE.
5. A 5.00' PRIVATE TRAIL EASEMENT (P.T.E.) OVER PARCEL ONE AS SHOWN HEREON FOR THE BENEFIT OF PARCEL THREE.

AS OWNER:

CITY OF HALF MOON BAY, A MUNICIPAL CORPORATION

BY: THE CITY OF HALF MOON BAY, A MUNICIPAL CORPORATION

BY: _____ DATED: _____

NAME: _____

TITLE: _____

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF _____)
 COUNTY OF _____) s.s.

ON _____ 202__ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY

APPEARED, _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

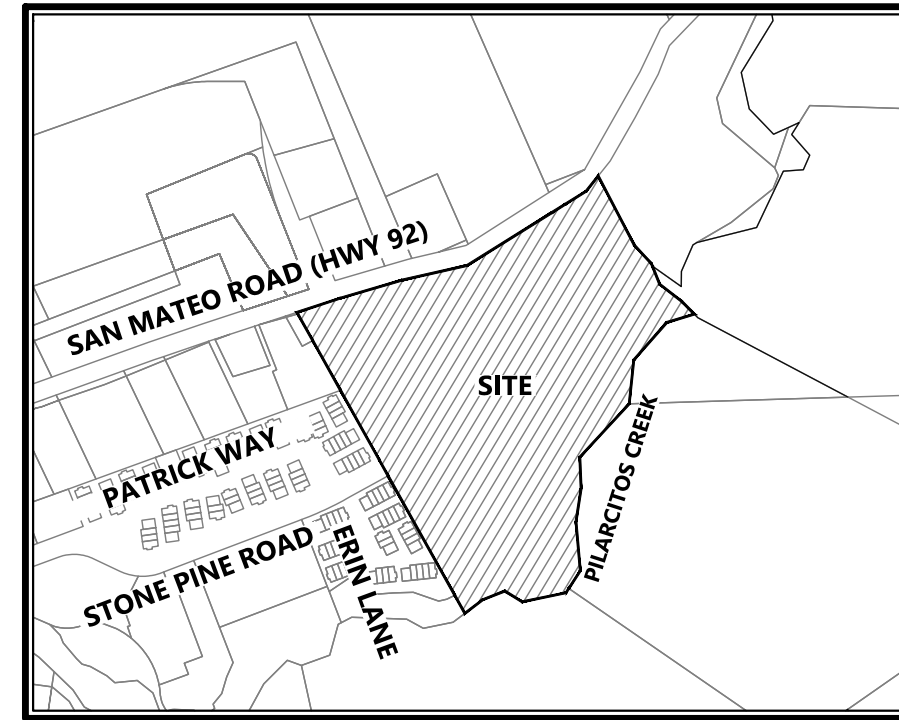
NOTARY'S SIGNATURE: _____

PRINTED NAME: _____

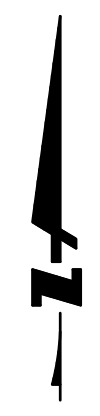
PRINCIPAL PLACE OF BUSINESS: _____

COMMISSION No.: _____

COMMISSION EXPIRATION DATE: _____



VICINITY MAP (NOT TO SCALE)



CITY CLERK'S STATEMENT

I JESSICA BLAIR MMC, CITY CLERK OF THE CITY OF HALF MOON BAY, STATE OF CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL BY ITS RESOLUTION NO. _____ ADOPTED _____, 202__ ADOPTED AND APPROVED THIS PARCEL MAP AND DID HEREBY ACCEPT ON BEHALF OF THE PUBLIC THOSE OFFERS OF DEDICATION FOR PUBLIC UTILITY EASEMENT (P.U.E.) AND EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.), AS SHOWN ON THIS MAP.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____ 202__.

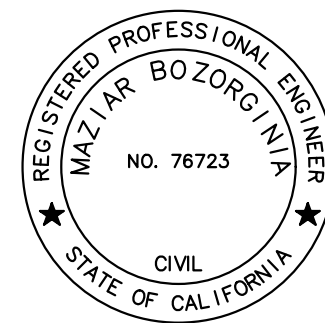
 JESSICA BLAIR, MMC
 CITY CLERK
 CITY OF HALF MOON BAY, CALIFORNIA

DATED: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREON PARCEL MAP; THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

 MAZIAR BOZORGINIA, R.C.E. 76723
 CITY ENGINEER
 CITY OF HALF MOON BAY, CALIFORNIA



DATED: _____

BASIS OF SURVEY

THE BEARING OF NORTH 73°38'04" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 92, BETWEEN THE MOST WESTERLY CORNER OF THE SUBJECT PROPERTY AND THE FOUND 1" IRON PIPE WITH CAP AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 2460, RECORDED OCTOBER 10, 2013 IN BOOK 38 OF LLS MAPS AT PAGES 99-102, WAS TAKEN AS THE BASIS OF THIS SURVEY.

NO TWO MONUMENTS PER SAID RECORD OF SURVEY WERE FOUND OR SAFELY ACCESSIBLE TO PROVIDE A DIRECT RELATIONSHIP TO PHYSICAL MONUMENT CONTROL. FOR A MEASURED TIE BETWEEN FOUND MONUMENTS, REFER TO THE CONTROL LINE SHOWN ON SHEET 2 BETWEEN THE TWO FOUND 2.5" BRASS DISKS STAMPED "RCE 13776" IN MONUMENT WELLS IN THE CENTERLINE OF STONE PINE ROAD, SAID BRASS DISKS BEING TWO OF THE "FOUND STANDARD CITY STREET MONUMENTS" AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED APRIL 5, 2005 IN BOOK 27 OF LLS MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN MATEO COUNTY.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE CITY OF HALF MOON BAY, A MUNICIPAL CORPORATION IN JANUARY 2025. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THE POSITIONS INDICATED ON OR BEFORE JANUARY 2027, AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: _____



PRELIMINARY
 DAVID C. JUNGSMANN, P.L.S. 9267

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN PARCEL MAP AND THAT I AM SATISFIED THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED: _____



PRELIMINARY
 DAVID C. FREYER
 CITY SURVEYOR
 R.C.E. NO. 30060

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 202__, AT: _____ A.M./P.M. IN VOLUME _____ OF PARCEL MAPS, AT PAGE(S) _____, AT THE REQUEST OF THE CITY OF HALF MOON BAY.

FILE NO.: _____ FEE: _____

 MARK CHURCH
 SAN MATEO COUNTY RECORDER

BY: _____
 DEPUTY COUNTY RECORDER

STONE PINE COVE PARCEL MAP

BEING A RESUBDIVISION OF 2 PARCELS OF LAND, BEING ALL OF PARCELS ONE AND TWO AS DESCRIBED IN THE GRANT DEED RECORDED ON JANUARY 15, 2021 AS DOCUMENT NO. 2021-007593, OFFICIAL RECORDS OF SAN MATEO COUNTY

CITY OF HALF MOON BAY SAN MATEO COUNTY CALIFORNIA

JANUARY 2025



255 SHORELINE DR.,
 SUITE 200
 REDWOOD CITY, CA 94065
 (650) 482-6300
 www.bkf.com

LEGEND

- FOUND 2.5" BRASS DISK STAMPED "RCE 13776" IN MON WELL (R2)
- FOUND IRON PIPE AS NOTED
- UTILITY POLE

- APN ASSESSORS PARCEL NUMBER
- CH. CHAINS
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- MON MONUMENT
- DN DOCUMENT NUMBER
- LS LICENSED SURVEYOR
- O.R. OFFICIAL RECORDS
- PG&E PACIFIC GAS AND ELECTRIC
- P.S.D.E. PRIVATE STORM DRAIN EASEMENT
- P.T.E. PRIVATE TRAIL EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.V.T. A.E. PRIVATE ACCESS EASEMENT
- P.V.T. U.E. PRIVATE UTILITY EASEMENT
- (R) DENOTES RADIAL BEARING
- (R#) DENOTES RECORD REFERENCE
- RCE REGISTERED CIVIL ENGINEER
- R/W RIGHT OF WAY
- SQ. FT. SQUARE FEET

LINETYPES

- SUBJECT BOUNDARY LINE
- LOT LINE
- FORMER LOT LINE
- EASEMENT LINE
- MONUMENT LINE
- TIE/RADIAL LINE

STONE PINE ROAD
(60' R/W - PUBLIC)

LANDS OF MULTIPLE OWNERS
(121 MAPS 52-56)

CONTROL LINE
(N59°47'20"E)(R2)
N60°39'01"E 110.59' (R2)

RECORD REFERENCES

- (R1) GRANT DEED RECORDED JANUARY 15, 2021 AS DOCUMENT NUMBER 2021-007593, OFFICIAL RECORDS OF SAN MATEO COUNTY.
- (R1-A) DENOTES RECORD DATA PER THE EXCEPTION PORTION OF (R1), WHICH MAY DIFFER FROM OTHER DATA WITHIN (R1). RECORD OF SURVEY RECORDED APRIL 5, 2005 IN BOOK 27 OF LLS MAPS AT PAGE 40, OFFICIAL RECORDS OF SAN MATEO COUNTY.
- (R2) RECORD OF SURVEY NO. 2460 RECORDED OCTOBER 10, 2013 IN BOOK 38 OF LLS MAPS AT PAGES 99-102 OFFICIAL RECORDS OF SAN MATEO COUNTY.

RECORD NOTE

RECORD DISTANCES PER (R3) ARE GRID-BASED DISTANCES IN METERS. ANY CONVERSIONS TO U.S. SURVEY FEET SHOWN HEREON HAVE BEEN CALCULATED AS FOLLOWS:

1. TO OBTAIN GROUND-BASED DISTANCES IN METERS, MULTIPLY (R3) GRID DISTANCES BY 1.000059093, AS STATED ON (R3).
2. TO OBTAIN GROUND-BASED DISTANCES IN U.S. SURVEY FEET, MULTIPLY GROUND-BASED DISTANCES IN METERS BY THE CONVERSION FACTOR OF (3937/1200).

SURVEYOR'S NOTE

ALL RECORD MONUMENTS SOUTHERLY OF STATE HIGHWAY 92 SHOWN ON (R2) AND (R3) AND PERTINENT TO THE SUBJECT BOUNDARY WERE SEARCHED FOR, NOT FOUND, UNLESS OTHERWISE NOTED HEREON.

LANDS OF NERHAN
(DN 94102325)
APN: 056-250-420

LANDS OF HILLTOP
MOBILE HOME PARK, LLC
(PARCEL V)
(DN 2022-062157)
APN: 056-250-400

LANDS OF MULTIPLE OWNERS
(121 MAPS 52-56)

N29°20'59"W 873.76' (R2)
(N30°W)(R1) (N30°12'40"W)(R2)

297.10'
431.29' (431.12')(R2)

134.19'
244.02'

109.83'
(110.00')(R2)

LANDS OF ADREVENO
INVESTMENT TRUST
(DN 2024-028198)
APN 056-260-130

SAN MATEO ROAD - STATE HIGHWAY 92
(R/W WIDTH VARIES - PUBLIC)

LANDS OF STATE OF CALIFORNIA
(PARCEL B)
(DN 2012-007613)

FOUND MON LID
UNSAFE TO OPEN

FOUND 3/4" IRON
PIPE OPEN IN MON
WELL (R2)

LANDS OF HMB CARMEN
RANCH HOLDINGS
(DN 2008-016249)
APN 056-270-080

LANDS OF HALF MOON
BAY PROPERTIES LLC
(PARCEL II)
(DN 2013-152638)
APN 056-270-100

LANDS OF HALF MOON BAY PROPERTIES LLC
(PARCEL III)
(DN 2013-152638)
APN 056-260-020

FOUND 1" IRON PIPE
WITH CAP ILLEGIBLE (R3)

WATER MAIN EASEMENT
(DN 88041155)

FOUND 3/4" IRON PIPE
WITH PLUG AND TACK
STAMPED "LS 5304" (R2)

N60°39'01"E 65.13'
N72°41'05"E 183.17'

P.U.E.
E.V.A.E.

E.V.A.E.
P.U.E.

E.V.A.E.
P.U.E.

E.V.A.E.
P.U.E.

5.00' P.T.E.
RESERVED HEREON
1,574 SQ. FT.

15.00' PRIVATE STORM DRAIN
EASEMENT (P.S.D.E.)
RESERVED HEREON
1,575 SQ. FT.

FOUND 3/4" IRON
PIPE WITH CAP (R2)

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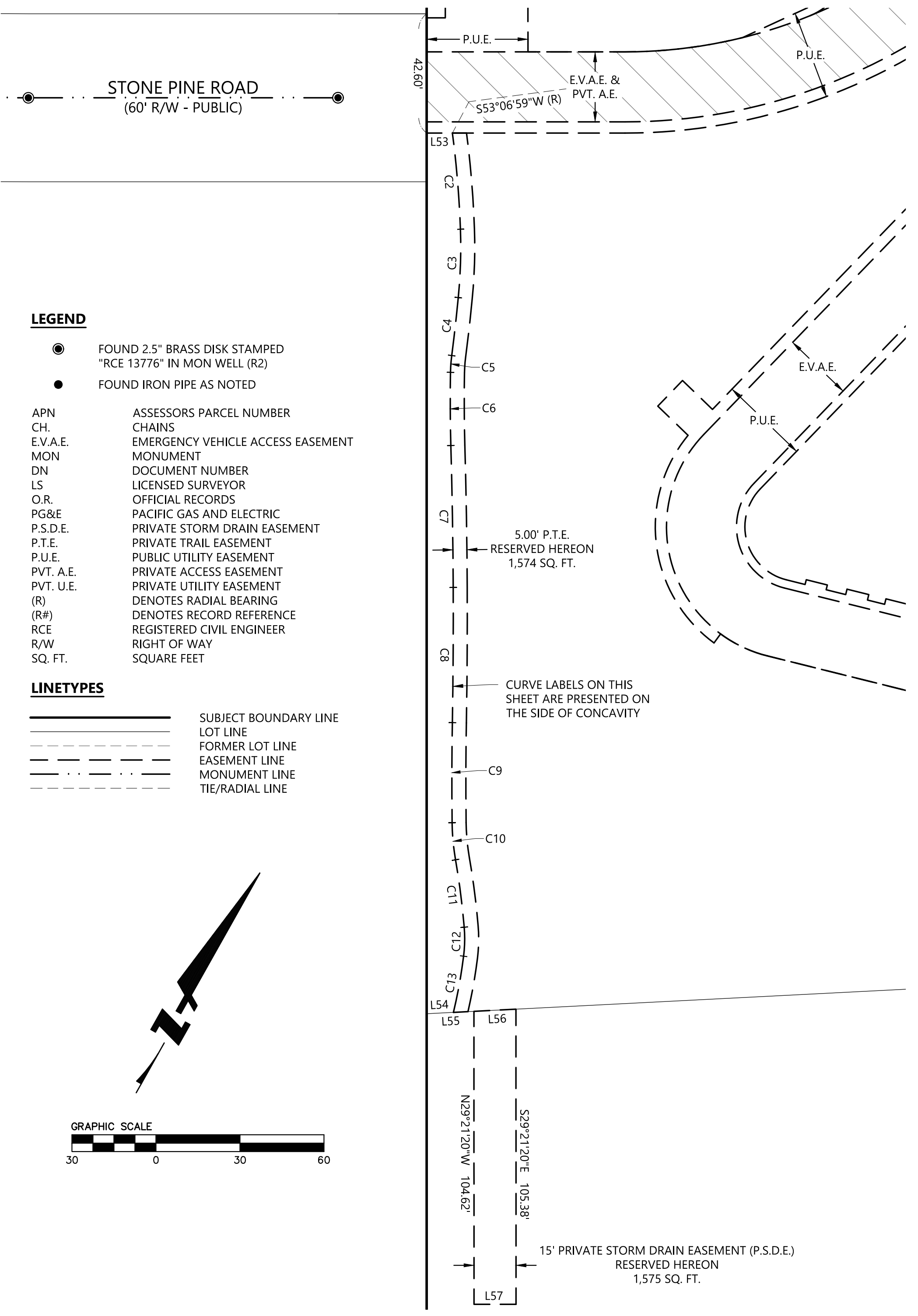
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- LEGEND**
- FOUND 2.5" BRASS DISK STAMPED "RCE 13776" IN MON WELL (R2)
 - FOUND IRON PIPE AS NOTED
- APN ASSESSORS PARCEL NUMBER
 CH. CHAINS
 E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
 MON MONUMENT
 DN DOCUMENT NUMBER
 LS LICENSED SURVEYOR
 O.R. OFFICIAL RECORDS
 PG&E PACIFIC GAS AND ELECTRIC
 P.S.D.E. PRIVATE STORM DRAIN EASEMENT
 P.T.E. PRIVATE TRAIL EASEMENT
 P.U.E. PUBLIC UTILITY EASEMENT
 PVT. A.E. PRIVATE ACCESS EASEMENT
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 (R) DENOTES RADIAL BEARING
 (R#) DENOTES RECORD REFERENCE
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 R/W RIGHT OF WAY
 SQ. FT. SQUARE FEET
- LINETYPES**
- SUBJECT BOUNDARY LINE
 - LOT LINE
 - FORMER LOT LINE
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 - MONUMENT LINE
 - TIE/RADIAL LINE

LINE TABLE			RECORD LINE TABLE	
LINE NO.	DIRECTION	LENGTH	DIRECTION	LENGTH
L1	N29°20'59"W	30.00'	(S30°12'40"E)(R2)	(30.00')(R2)
L2	N60°39'01"E	31.63'	(N59°47'20"E)(R2)	(31.50')(R2)
L3	N73°38'04"E	291.80'	(N72°45'00"E)(R1)(R2) (N73°38'04"E)(R1-A)(R3)	(4.42 CH.)(R1) (291.81')(R1-A) (291.72')(R2)
L4	S73°38'04"W	23.10'	(N73°38'04"E)(R1-A)	—
L5	N77°53'28"E	259.68'	(N77°00'00"E)(R1)(R2) (N77°53'28"E)(R1-A)	(259.67')(R1-A) (3.94 CH.)(R1) (260.04')(R2)
L6	N68°33'21"E	71.61'	(N67°45'00"E)(R1)(R2) (N68°33'21"E)(R1-A)	(71.61')(R1-A) (1.08 CH.)(R1) (71.28')(R2)
L7	N61°25'06"E	52.50'	(N60°30'00"E)(R1)(R2) (N61°25'06"E)(R1-A)	(52.50')(R1-A) (0.80 CH.)(R1) (52.80')(R2)
L8	N82°41'18"E	113.17'	(S82°41'18"W)(R3)	(34.491m)(R3) = 113.17' (SEE RECORD NOTE)
L9	N78°26'58"E	56.56'	(S78°26'58"W)(R3)	(17.237m)(R3) = 56.56' (SEE RECORD NOTE)
L10	N76°15'07"E	85.66'	(S76°15'07"W)(R3)	(26.108m)(R3) = 85.66' (SEE RECORD NOTE)
L11	N58°44'09"E	49.57'	(S58°44'09"W)(R3)	(15.108m)(R3) = 49.57' (SEE RECORD NOTE)
L12	N57°07'31"E	113.58'	(N57°07'31"E)(R3)	(34.616m)(R3) = 113.58' (SEE RECORD NOTE)
L13	N57°32'14"E	57.76'	(S57°32'14"W)(R3)	(17.604m)(R3) = 57.76' (SEE RECORD NOTE)
L14	N52°28'49"E	12.50'	(S52°28'49"W)(R3)	(3.811m)(R3) = 12.50' (SEE RECORD NOTE)
L15	N58°52'19"E	47.99'	(N58°52'19"E)(R1)(R3)	(14.628m)(R3) = 47.99' (SEE RECORD NOTE)
L16	N53°33'13"E	97.60'	(N53°33'13"E)(R1-A)(R3) (N52°45'00"E)(R1)(R2)	(1.48 CH.)(R1) (97.68')(R2) (29.764m)(R3)
L17	N40°36'41"E	47.52'	(N39°45'00"E)(R1)(R2)	(0.72 CH.)(R1) (47.52')(R2)

P.T.E. LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L53	N60°39'01"E	9.19'
L54	S57°43'20"W	9.56'

P.T.E. CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C2	356.18'	5°32'35"	34.46'
C3	185.62'	7°32'57"	24.46'
C4	658.75'	1°48'38"	20.82'
C5	54.46'	6°19'53"	6.02'
C6	560.58'	2°40'18"	26.14'
C7	2,112.19'	1°22'32"	50.71'
C8	2,245.89'	1°13'55"	48.29'
C9	1,228.37'	1°39'58"	35.72'
C10	83.90'	9°05'51"	13.32'
C11	281.30'	4°56'43"	24.28'
C12	49.48'	12°00'38"	10.37'
C13	187.76'	6°13'26"	20.40'

P.S.D.E. LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L55	N57°43'20"E	16.91'
L56	N57°43'20"E	15.02'
L57	S60°38'40"W	15.00'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L18	S47°25'02"W	36.52'
L19	S71°31'17"W	26.85'
L20	N87°28'52"W	38.62'
L21	S74°52'52"W	49.37'
L22	N81°09'28"W	50.08'
L23	S72°32'08"W	24.33'
L24	S39°14'12"W	85.57'
L25	S20°14'46"W	22.43'
L26	S30°07'13"E	22.83'
L27	S02°39'36"W	85.73'
L28	S11°24'28"W	57.62'
L29	S47°43'04"W	76.92'
L30	N68°00'29"W	12.29'
L31	N68°00'29"W	8.90'
L32	N24°18'13"W	12.34'
L33	N66°42'59"W	38.40'
L34	S42°15'35"W	42.60'
L35	S29°04'36"W	42.58'
L36	S75°58'13"W	28.14'
L37	S27°39'47"W	34.46'
L38	S26°43'24"E	145.40'
L39	S07°30'40"W	54.02'
L40	S22°45'40"W	36.27'
L41	S03°51'49"E	104.20'
L42	S37°46'25"W	61.71'
L43	S19°33'41"W	107.45'
L44	S56°13'06"W	40.18'
L45	S88°49'22"W	58.28'
L46	N17°07'56"W	56.88'
L47	N71°05'20"W	72.28'
L48	S66°47'43"W	39.70'
L49	S02°07'42"W	62.88'
L50	S58°53'58"W	25.72'
L51	N57°38'51"W	11.15'
L52	S36°00'41"W	15.01'

STONE PINE COVE PARCEL MAP

BEING A RESUBDIVISION OF 2 PARCELS OF LAND, BEING ALL OF PARCELS ONE AND TWO AS DESCRIBED IN THE GRANT DEED RECORDED ON JANUARY 15, 2021 AS DOCUMENT NO. 2021-007593, OFFICIAL RECORDS OF SAN MATEO COUNTY

CITY OF HALF MOON BAY SAN MATEO COUNTY CALIFORNIA

JANUARY 2025





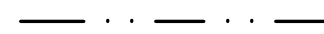
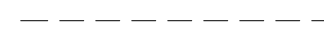
BKF 255 SHORELINE DR.,
 SUITE 200
 REDWOOD CITY, CA 94065
 (650) 482-6300
 www.bkf.com

LEGEND

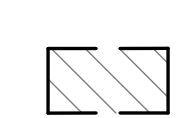
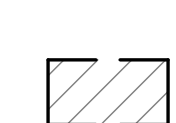
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- FOUND IRON PIPE AS NOTED

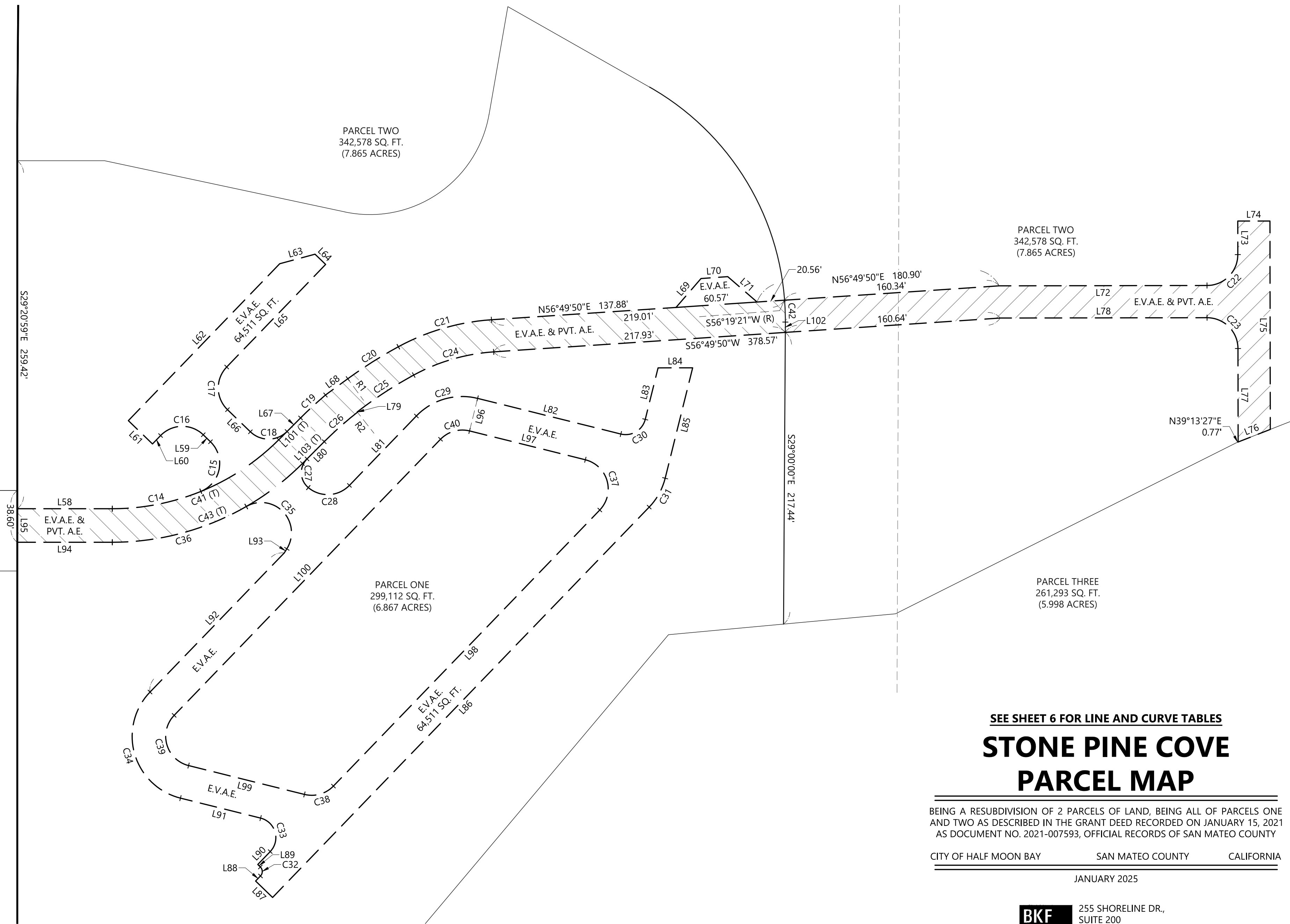
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- CH. CHAINS
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- MON MONUMENT
- DN DOCUMENT NUMBER
- LS LICENSED SURVEYOR
- O.R. OFFICIAL RECORDS
- PG&E PACIFIC GAS AND ELECTRIC
- P.S.D.E. PRIVATE STORM DRAIN EASEMENT
- P.T.E. PRIVATE TRAIL EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- PVT. A.E. PRIVATE ACCESS EASEMENT
- PVT. U.E. PRIVATE UTILITY EASEMENT
- (R) DENOTES RADIAL BEARING
- (R#) DENOTES RECORD REFERENCE
- RCE REGISTERED CIVIL ENGINEER
- R/W RIGHT OF WAY
- SQ. FT. SQUARE FEET

LINETYPES

-  SUBJECT BOUNDARY LINE
-  LOT LINE
-  FORMER LOT LINE
-  EASEMENT LINE
-  MONUMENT LINE
-  TIE/RADIAL LINE

HATCHING

-  PRIVATE ACCESS EASEMENT (PVT. A.E.) RESERVED HEREON FOR THE BENEFIT OF PARCELS TWO AND THREE 15,028 SQ. FT.
-  PRIVATE ACCESS EASEMENT (PVT. A.E.) RESERVED HEREON FOR THE BENEFIT OF PARCEL THREE 12,175 SQ. FT.



SEE SHEET 6 FOR LINE AND CURVE TABLES

STONE PINE COVE PARCEL MAP

BEING A RESUBDIVISION OF 2 PARCELS OF LAND, BEING ALL OF PARCELS ONE AND TWO AS DESCRIBED IN THE GRANT DEED RECORDED ON JANUARY 15, 2021 AS DOCUMENT NO. 2021-007593, OFFICIAL RECORDS OF SAN MATEO COUNTY

CITY OF HALF MOON BAY SAN MATEO COUNTY CALIFORNIA

JANUARY 2025

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LEGEND

- FOUND 2.5" BRASS DISK STAMPED "RCE 13776" IN MON WELL (R2)
- FOUND IRON PIPE AS NOTED

APN	ASSESSORS PARCEL NUMBER
CH	CHAINS
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT
MON	MONUMENT
DN	DOCUMENT NUMBER
LS	LICENSED SURVEYOR
O.R.	OFFICIAL RECORDS
PG&E	PACIFIC GAS AND ELECTRIC
P.S.D.E.	PRIVATE STORM DRAIN EASEMENT
P.T.E.	PRIVATE TRAIL EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
PVT. A.E.	PRIVATE ACCESS EASEMENT
PVT. U.E.	PRIVATE UTILITY EASEMENT
(R)	DENOTES RADIAL BEARING
(R#)	DENOTES RECORD REFERENCE
RCE	REGISTERED CIVIL ENGINEER
R/W	RIGHT OF WAY
SQ. FT.	SQUARE FEET

LINETYPES

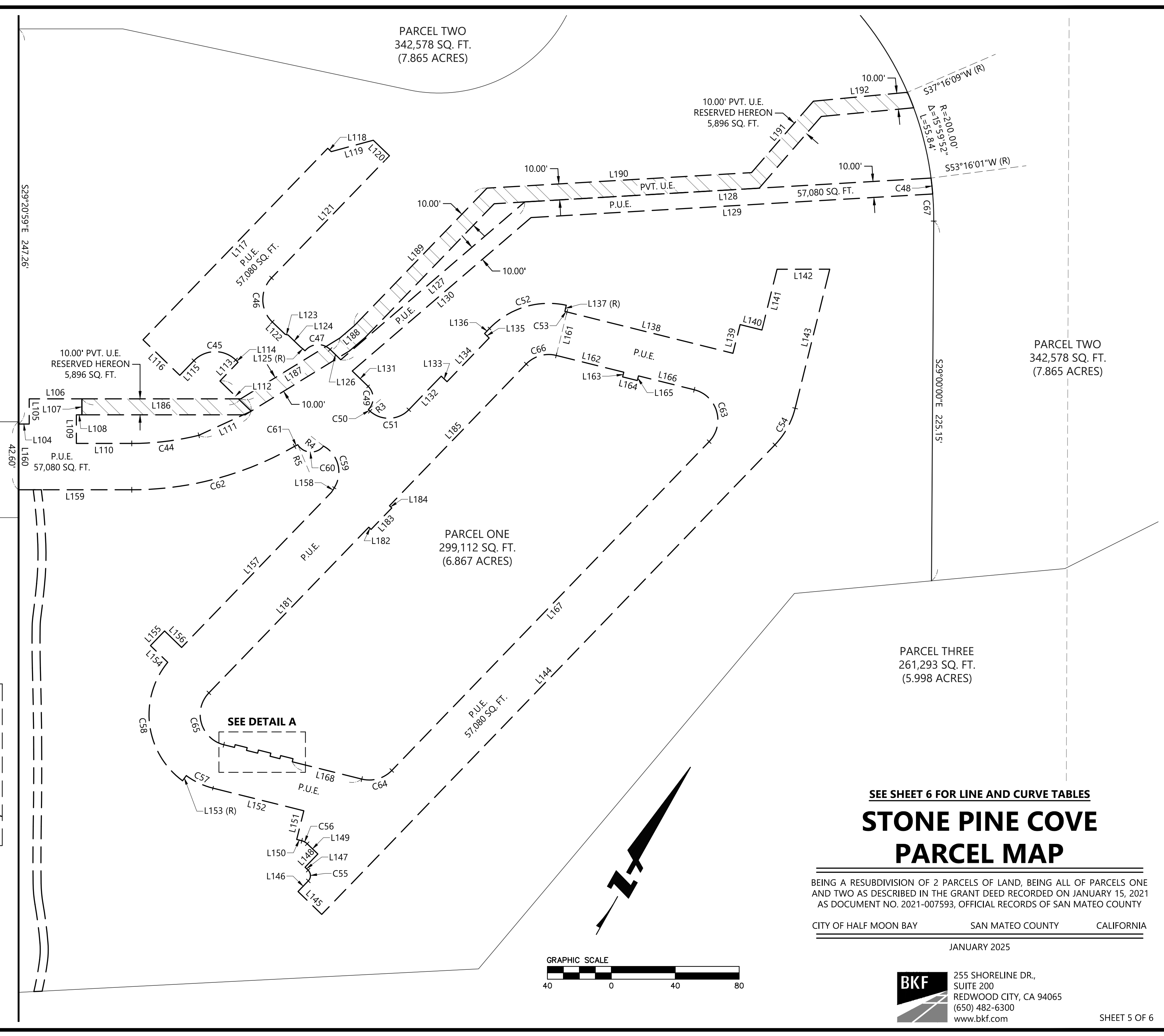
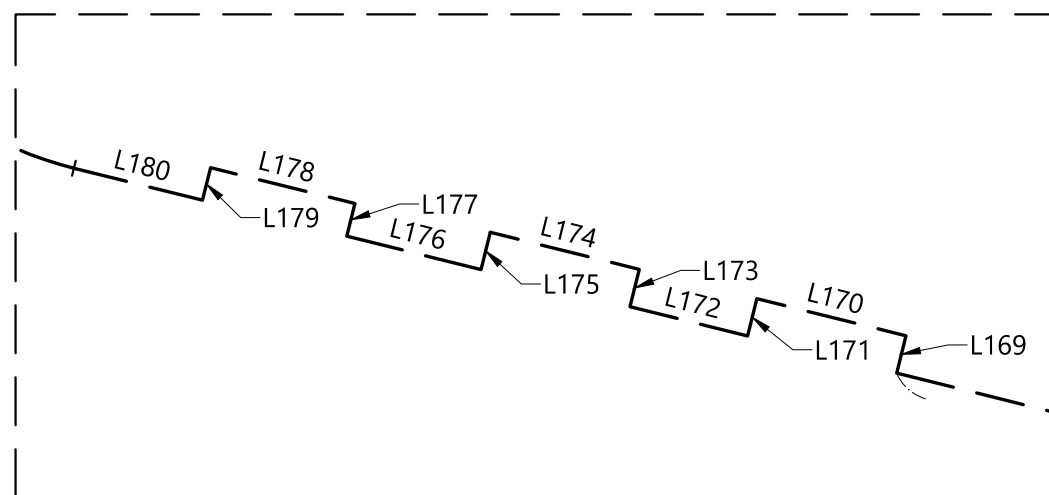
	SUBJECT BOUNDARY LINE
	LOT LINE
	FORMER LOT LINE
	EASEMENT LINE
	MONUMENT LINE
	TIE/RADIAL LINE

HATCHING

	PRIVATE UTILITY EASEMENT (PVT. U.E.) RESERVED HEREON FOR THE BENEFIT OF PARCEL 5,896 SQ. FT.
--	----------------------------------------------------------------------------------------------

DETAIL A

1" = 10'



SEE SHEET 6 FOR LINE AND CURVE TABLES

STONE PINE COVE

PARCEL MAP

BEING A RESUBDIVISION OF 2 PARCELS OF LAND, BEING ALL OF PARCELS ONE AND TWO AS DESCRIBED IN THE GRANT DEED RECORDED ON JANUARY 15, 2021 AS DOCUMENT NO. 2021-007593, OFFICIAL RECORDS OF SAN MATEO COUNTY

CITY OF HALF MOON BAY SAN MATEO COUNTY CALIFORNIA

JANUARY 2025



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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L58	N60°39'01"E	70.82'
L59	N75°22'17"W	7.48'
L60	S14°37'43"W	8.69'
L61	N75°22'17"W	25.00'
L62	N14°37'43"E	162.51'
L63	N45°29'27"E	27.29'
L64	S75°22'17"E	11.00'
L65	S14°37'43"W	106.24'
L66	S75°22'17"E	23.75'
L67	N15°39'01"E	14.23'
L68	N24°32'26"E	20.59'
L69	N11°31'38"E	28.46'
L70	N56°31'38"E	20.00'
L71	S78°28'22"E	28.91'
L72	N60°33'27"E	154.92'
L73	N29°26'33"W	25.00'
L74	N60°33'27"E	24.00'
L75	S29°26'33"E	155.33'
L76	S39°13'27"W	25.77'
L77	N29°26'33"W	69.70'
L78	S60°33'27"W	154.14'
L79	S67°30'59"E	0.28'
L80	S15°39'01"W	18.17'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L81	N14°37'43"E	71.93'
L82	N74°37'43"E	110.05'
L83	N15°22'17"W	39.58'
L84	N60°37'43"E	25.77'
L85	S15°22'17"E	84.82'
L86	S14°37'43"W	404.33'
L87	N75°22'17"W	17.60'
L88	N14°37'43"E	5.26'
L89	N75°22'17"W	2.65'
L90	N14°37'43"E	13.38'
L91	S74°37'43"W	61.57'
L92	N14°37'43"E	144.06'
L93	N02°57'49"E	3.66'
L94	S60°39'01"W	70.82'
L95	N29°20'59"W	25.00'
L96	S15°22'17"E	25.00'
L97	N74°37'43"E	88.99'
L98	S14°37'43"W	285.98'
L99	S74°37'43"W	88.99'
L100	N14°37'43"E	285.98'
L101	S15°39'01"W	22.99'
L102	N29°00'00"W	7.71'
L103	N15°39'01"E	22.99'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L104	N60°38'40"E	6.66'
L105	N29°21'20"W	15.75'
L106	N60°38'40"E	32.98'
L107	S29°21'20"E	10.00'
L108	S60°38'40"W	3.48'
L109	S29°21'20"E	17.92'
L110	N60°39'01"E	34.65'
L111	N35°56'37"E	36.08'
L112	N75°22'17"W	27.19'
L113	N14°37'43"E	16.35'
L114	N75°22'17"W	2.07'
L115	S14°37'43"W	12.69'
L116	N75°22'17"W	32.00'
L117	N14°37'43"E	166.51'
L118	S75°22'17"E	3.00'
L119	N45°29'27"E	27.29'
L120	S75°22'17"E	14.00'
L121	S14°37'43"W	106.24'
L122	S75°22'17"E	11.05'
L123	N74°37'37"E	2.00'
L124	S75°22'17"E	10.69'
L125	S79°19'07"E	3.77'
L126	S75°12'02"E	9.26'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L127	N20°01'12"E	151.69'
L128	N57°17'12"E	254.68'
L129	S57°17'12"W	251.76'
L130	S20°01'12"W	147.41'
L131	S75°12'02"E	13.85'
L132	N14°37'43"E	29.23'
L133	S75°22'17"E	5.00'
L134	N14°37'43"E	38.00'
L135	N75°22'17"W	4.00'
L136	N14°37'43"E	4.40'
L137	S17°02'26"E	4.00'
L138	N74°37'43"E	107.00'
L139	N15°22'17"W	18.50'
L140	N74°37'43"E	14.05'
L141	N15°22'17"W	39.20'
L142	N60°37'43"E	32.98'
L143	S15°22'17"E	89.69'
L144	S14°37'43"W	408.33'
L145	N75°22'17"W	20.60'
L146	N14°37'43"E	9.26'
L147	N75°22'17"W	2.65'
L148	N14°37'43"E	11.50'
L149	N75°22'17"W	9.25'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L150	S74°37'43"W	3.29'
L151	N15°22'17"W	18.50'
L152	S74°37'43"W	58.57'
L153	S07°01'42"W	4.00'
L154	N75°22'17"W	15.02'
L155	N14°37'43"E	12.71'
L156	S75°22'19"E	14.85'
L157	N14°37'43"E	135.05'
L158	N02°57'49"E	3.25'
L159	S60°39'01"W	70.82'
L160	N29°20'59"W	41.16'
L161	S15°22'17"E	28.00'
L162	N74°37'43"E	43.55'
L163	S15°22'17"E	3.00'
L164	N74°37'43"E	9.50'
L165	N15°22'17"W	3.00'
L166	N74°37'43"E	35.94'
L167	S14°37'43"W	285.98'
L168	S74°37'43"W	44.84'
L169	N15°22'17"W	2.00'
L170	S74°37'43"W	8.00'
L171	S15°22'17"E	2.00'
L172	S74°37'43"W	6.31'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L173	N15°22'17"W	2.00'
L174	S74°37'43"W	8.00'
L175	S15°22'17"E	2.00'
L176	S74°37'43"W	7.20'
L177	N15°22'17"W	1.75'
L178	S74°37'43"W	7.75'
L179	S15°22'17"E	1.75'
L180	S74°37'43"W	6.90'
L181	N14°37'43"E	144.05'
L182	S75°22'17"E	2.00'
L183	N14°37'43"E	18.67'
L184	N75°22'17"W	2.00'
L185	N14°37'43"E	123.26'
L186	S60°38'40"W	99.37'
L187	S29°08'07"W	72.90'
L188	S20°02'17"W	11.79'
L189	S14°37'43"W	119.58'
L190	S57°17'12"W	165.78'
L191	S11°31'38"W	59.12'
L192	S55°15'42"W	59.14'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C14	175.50'	22°06'21"	67.71'
C15	22.50'	113°54'57"	44.73'
C16	22.50'	90°00'00"	35.34'
C17	22.50'	90°00'00"	35.34'
C18	19.50'	88°58'41"	30.28'
C19	302.50'	4°47'07"	25.26'
C20	337.00'	7°35'23"	44.64'
C21	169.00'	24°42'01"	72.86'
C22	23.00'	90°00'00"	36.13'
C23	23.00'	90°00'00"	36.13'
C24	145.00'	24°42'01"	62.51'
C25	313.00'	9°13'11"	50.37'
C26	277.50'	6°50'00"	33.10'
C27	14.50'	95°04'00"	24.06'
C28	22.50'	85°57'19"	33.75'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C29	47.50'	60°00'00"	49.74'
C30	15.00'	90°00'00"	23.56'
C31	47.50'	30°00'00"	24.87'
C32	4.75'	90°00'00"	7.46'
C33	15.00'	120°00'00"	31.42'
C34	47.50'	120°00'00"	99.48'
C35	22.50'	152°11'46"	59.77'
C36	200.50'	29°52'58"	104.57'
C37	22.50'	120°00'00"	47.12'
C38	22.50'	60°00'00"	23.56'
C39	22.50'	120°00'00"	47.12'
C40	22.50'	60°00'00"	23.56'
C41	175.50'	45°00'00"	137.84'
C42	200.00'	4°40'39"	16.33'
C43	200.50'	45°00'00"	157.47'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C44	175.50'	13°49'53"	42.37'
C45	18.50'	90°00'00"	29.06'
C46	19.50'	90°00'00"	30.63'
C47	10.75'	94°07'05"	17.66'
C48	200.00'	2°52'05"	10.01'
C49	10.20'	90°20'12"	16.08'
C50	10.00'	8°41'56"	1.52'
C51	17.50'	87°39'04"	26.77'
C52	51.50'	58°19'51"	52.43'
C53	47.50'	1°40'09"	1.38'
C54	50.50'	30°00'00"	26.44'
C55	4.75'	90°00'00"	7.46'
C56	7.50'	30°00'00"	3.93'
C57	47.50'	22°23'59"	18.57'
C58	51.50'	93°01'12"	83.61'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C59	18.50'	93°35'40"	30.22'
C60	9.90'	109°08'15"	18.86'
C61	18.50'	6°53'58"	2.23'
C62	204.50'	29°52'58"	106.66'
C63	19.50'	120°00'00"	40.84'
C64	19.50'	60°00'00"	20.42'
C65	19.50'	120°00'00"	40.84'
C66	19.50'	60°00'00"	20.42'
C67	200.00'	4°51'54"	16.98'

RADIAL LINE TABLE	
LINE NO.	DIRECTION
R1	S65°27'35"E
R2	S67°30'59"E
R3	N20°58'43"E
R4	N81°03'03"W
R5	S52°19'59"E

STONE PINE COVE PARCEL MAP

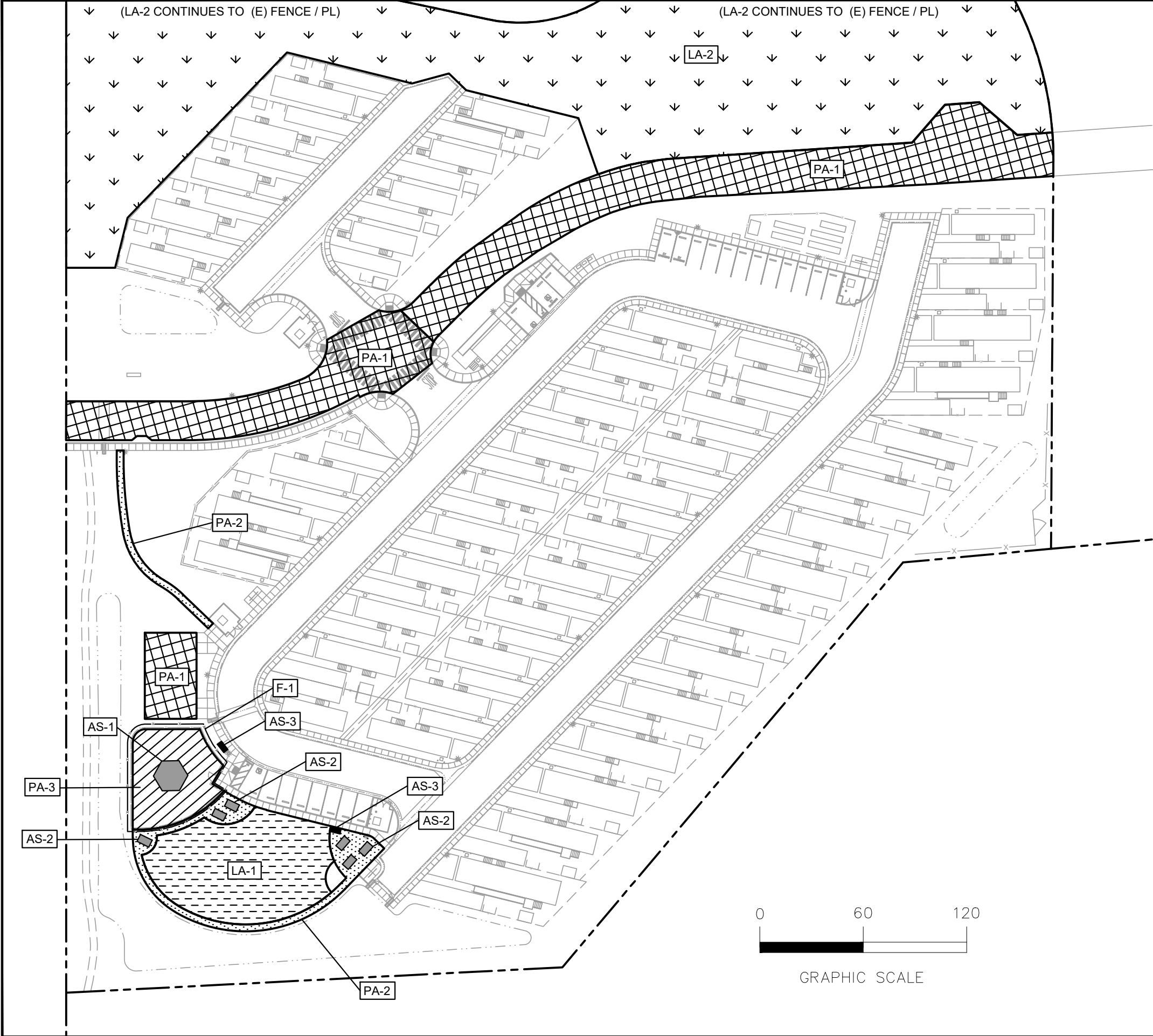
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CITY OF HALF MOON BAY SAN MATEO COUNTY CALIFORNIA

JANUARY 2025

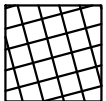
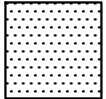
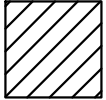
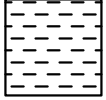
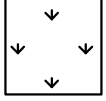
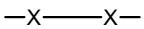
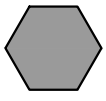


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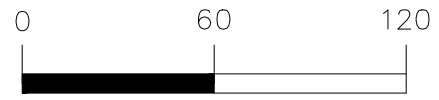
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 PLOT TIME: 02-07-25
 PLOTTED BY: Dale.ecda



CITY MAINTENANCE AREA LEGEND

MAINTENANCE AREAS EXCLUDE TREES, LIGHTING, CONCRETE PAVING, AND ALL STRUCTURES AND UTILITIES WITHIN HATCH AREA UNLESS EXPLICITLY LISTED BELOW.

- 
PAVEMENT AREA 1 (PA-1)
 ASPHALT PAVING
 17,750 SF
- 
PAVEMENT AREA 2 (PA-2)
 DECOMPOSED GRANITE
 2,360 SF
- 
PAVEMENT AREA 3 (PA-3)
 PLAYGROUND SURFACE
 2,510 SF
- 
LANDSCAPE AREA 1 (LA-1)
 LAWN TURF
 5,530 SF
- 
LANDSCAPE AREA 2 (LA-2)
 NON-IRRIGATED GROUND COVER
 63,720 SF
- 
FENCING 1 (F-1)
 PLAYGROUND FENCE + GATE
 200 LF
- 
AMENITY STRUCTURE 1 (AS-1)
 PLAYGROUND STRUCTURE
 1 EA
- 
AMENITY STRUCTURE 2 (AS-2)
 PICNIC TABLE
 6 EA
- 
AMENITY STRUCTURE 3 (AS-3)
 TRASH/RECYCLE CLUSTER
 2 EA



GRAPHIC SCALE

Date	No.	Revisions
02/07/2025	1	
Scale: 1"=60'		
Design: DL	Drawn: DL	Approved: MC
Job No:		
Drawing Number:		
EXH B		
OF		

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **March 4, 2025**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Catherine Engberg, City Attorney

TITLE: SALE AND TRANSFER OF WAVECREST PARCELS TO COASTSIDE LAND TRUST

RECOMMENDATION:

Adopt a resolution finding the sale exempt from the Surplus Lands Act and authorizing the City Manager to execute an Agreement to Sell/Transfer properties acquired through tax default sale to Coastside Land Trust (CLT) to assist in the completion of the Wavecrest Trail Project (extension of the California Coastal Trail and expanded beach access) and protection/restoration of coastal bluff habitat.

FISCAL IMPACT:

The City purchased 21 parcels within the Wavecrest area in 2024 at a total cost of \$158,364.75. The parcels were purchased utilizing City Lot Retirement Funds (traffic mitigation payments from the sponsor of the 63-unit Ailanto Pacific Ridge project). Under the recommended action, Coastside Land Trust would acquire all 21 parcels at a cost of \$79,743.67, in consideration of CLT's construction of the Wavecrest Trail Project and restoration work on several of these parcels. The sale proceeds would be deposited in the City Lot Retirement Funds to acquire additional lots in the City. No City General Funds were or will be utilized.

STRATEGIC ELEMENT:

This recommendation supports the *Fiscal Sustainability*, *Inclusive Governance*, and *Infrastructure and Environment* Elements of the Strategic Plan.

BACKGROUND:

On or about October 15, 2008, the Coastal Commission approved the Coastal Development Permit (CDP) application of Ailanto Properties Inc. (Ailanto) to construct 63 housing units on land adjacent to the eastern ends of Grandview Boulevard and Terrace Avenue, north of Highway 92 and east of Highway 1 in the City (Ailanto Project). The Coastal Commission approved the CDP subject to Ailanto's payment of \$45,000 per new housing unit it constructed, for a total of \$2.835 million, to allow the City to purchase and retire other property in the City to mitigate the traffic impacts of the Ailanto Project (Lot Retirement Funds). The City has worked closely with CLT throughout the years to preserve habitat in the coastal bluff area.

In 2014, CLT obtained a Coastal Development Permit to construct the extension of the coastal trail through the Wavecrest area. The project includes development of two vertical access points to the beach as well as two new parking lots to replace parking being removed for restoration work

On February 13, 2024, the San Mateo County Board of Supervisors adopted a resolution authorizing execution of an agreement between the County of San Mateo and the City of Half Moon Bay for the purchase of the tax-defaulted Properties. The parcels were subsequently conveyed to the City.

DISCUSSION:

CLT and the City have identified twelve (12) parcels (APNs 065-082-030, 065-155-080, 065-023-170, 065-024-370, 065-031-220, 065-031-240, 065-034-050, 065-074-030, 065-155-090, 065-032-170, 065-072-030, and 065-032-040) which are either considered important for the construction of the Wavecrest Trail Project or helpful to wetland protection and other restoration work associated with the project. CLT has obtained funding from the Coastal Conservancy and private donors and has offered to construct components of the Wavecrest Trail on those twelve (12) parcels, in addition to managing and preserving the parcels. CLT's work will benefit the public at no cost to the City. In consideration of CLT's efforts and commitments, staff is seeking City Council authorization to convey the 12 parcels with a value of \$78,621.08 (the cost at which the City acquired those parcels).

CLT and the City have identified the remaining nine (9) parcels (APNs 065-152-070, 065-157-030, 065-181-060, 065-192-110, 065-171-080, 065-203-190, 065-181-020, 065-184-020, and 065-191-040) as opportunities for CLT to conduct habitat restoration and preservation work. The City acquired those parcels at a cost of Seventy-Nine Thousand Seven Hundred Forty-Three Dollars and Sixty-Seven Cents (\$79,743.67). CLT will compensate the City at cost for those parcels.

The California Surplus Land Act, California Government Code §§ 54220 *et. seq.*, establishes procedures for the disposition of "surplus land" owned by the City, and generally requires said "surplus" land to be made available for affordable housing purposes, park and recreation purposes, or open-space purposes before disposition. However, as provided by Section 54222.3, these procedures do not apply to the disposal of "exempt surplus land" as defined in Section 54221(f)(1)(A) through 54221(f)(1)(S).

Per Section 54221(b)(1), the City must declare land to be either "surplus land" or "exempt surplus land" as supported by written findings prior to disposal. Here, the proposed sale qualifies as exempt surplus land under Section 54221(f)(1)(B), which exempts parcels less than one-half area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes. Under California Department of Housing and Community Development Surplus Land Act Guidelines ("Guidelines") Section 103(c)(3)(A)(i), contiguous parcels disposed of simultaneously to the same receiving entity, shall be treated as a single unit of land.

All parcels qualify as “exempt surplus land” because are each less than one-half acre in area and are not contiguous to landowner by a state or local agency that is used for open-space or low- and moderate-income housing purposes. Two of the parcels—APNs 065-155-080 and 065-155-090—are adjacent to one another, so they would be treated as one unit of land under the Guidelines. The cumulative acreage of these two APNs is under one half-acre.

Conclusion: The recommended action affirms the City’s commitment to the Wavecrest Trail Project and the environmental efforts of CLT on the Coastside. The proposed uses—including trail construction, restoration, management, and preservation as open-space with public access—are in furtherance of the lot retirement program goals.

ATTACHMENTS:

1. Resolution authorizing the City Manager to execute a Purchase Sale Agreement with Coastside Land Trust
2. Draft Purchase and Sale Agreement

Resolution No. C-2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY DECLARING THE PARCELS EXEMPT SURPLUS LAND AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH COASTSIDE LAND TRUST FOR NINE PARCELS WITHIN THE WAVECREST AREA AND AUTHORIZING THE CONVEYANCE OF TWELVE ADDITIONAL WAVECREST PARCELS TO ASSIST IN CONSTRUCTION OF THE CALIFORNIA COASTAL TRAIL EXTENSION

WHEREAS, the City is required to acquire and retire vacant lots in the Wavecrest area as traffic mitigation for the Pacific Ridge project through funding provided by the developer for that purpose; and

WHEREAS, the City acquired Twenty-one (21) of lots within the Wavecrest area through San Mateo County tax default sale for \$158,364.75; and

WHEREAS, Coastside Land Trust (CLT) is a California non-profit organization dedicated to the preservation, protection and enhancement of the open space environment, including the natural, scenic, recreational, cultural, historical, and agricultural resources of Half Moon Bay and the San Mateo County Coast for present and future generations. As a non-profit organization, CLT has a legal obligation to manage all real property interests it holds in furtherance of its charitable mission; and

WHEREAS, CLT has obtained a Coastal Development Permit to build an extension of the California Coastal Trail through the Wavecrest area; and

WHEREAS, CLT has secured funding to build the trail project; and

WHEREAS, CLT and the City have identified twelve (12) parcels (APNs 065-082-030, 065-155-080, 065-023-170, 065-024-370, 065-031-220, 065-031-240, 065-034-050, 065-074-030, 065-155-090, 065-032-170, 065-072-030, and 065-032-040) as important or helpful for the Wavecrest Trail Project, in addition to wetland protection and other restoration work; and

WHEREAS, CLT has offered to construct components of the Wavecrest Trail on those twelve (12) parcels, in addition to managing and preserving the parcels. CLT's work will benefit the public at no cost to the City, and the value of those improvements will meet or exceed \$78,621.08, the cost at which the City acquired those parcels; and

WHEREAS, CLT and the City have identified the remaining nine (9) parcels (APNs 065-152-070, 065-157-030, 065-181-060, 065-192-110, 065-171-080, 065-203-190, 065-181-020, 065-184-020, and 065-191-040) as opportunities for CLT to conduct habitat restoration and preservation work; and.

WHEREAS, CLT will conduct habitat restoration and preservation on these nine (9) parcels, which the City acquired at a cost of Seventy-Nine Thousand Seven Hundred Forty-Three Dollars and Sixty-Seven Cents (\$79,743.67), and which CLT will compensate the City at cost for acquisition of those parcels; and

WHEREAS, the above-identified uses—including trail construction, restoration, management, and preservation as open-space with public access—are in furtherance of the lot retirement program goals; and

WHEREAS, the parcels are “exempt surplus land” pursuant to Section 54221 (f)(1)(B) because the Parcels are each less than one-half acre in area and not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes;

WHEREAS, the City and CLT have negotiated a Purchase and Sale Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT

1. The Parcels are “exempt surplus land” pursuant to California Government Code Section 54221 (f)(1)(B) because they are each less than one-half acre in area and not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes.
2. The City Council Authorizes the City Manager to execute a Purchase and Sale Agreement authorizing the transfer of twenty-one (21) Wavecrest lots acquired by Tax Sale to CLT at a total compensation of \$79,743.67.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 4th day of March 2025, by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

Maggie Rodriguez, Assistant City Clerk

Robert Brownstone, Mayor

REAL ESTATE PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“Agreement”) is made and entered into as of the ___ day of _____ 2025 (the “Effective Date”), by and between **CITY OF HALF MOON BAY**, a California municipal corporation (“Seller” or “City”), and the **COASTSIDE LAND TRUST**, a California non-profit corporation (“Buyer” or “CLT”) (collectively the “Parties”).

RECITALS

WHEREAS, the City is required to acquire and retire vacant lots in the Wavecrest and West of Railroad areas as traffic mitigation for the Pacific Ridge project.

WHEREAS, the City acquired twenty-three (23) parcels in the Wavecrest and West of Railroad areas from the County of San Mateo (“County”) in a tax sale, by tax deeds recorded on August 20, 2024 (“Tax Sale”). Twenty-one (21) of these lots are located in the Wavecrest area, and the remaining two (2) lots are located in the West of Railroad area.

WHEREAS, the City acquired the Wavecrest parcels for One Hundred Fifty-Eight Thousand Six Hundred Four Dollars and Seventy-Five Cents (\$158,364.75).

WHEREAS, CLT is a California non-profit organization dedicated to the preservation, protection and enhancement of the open space environment, including the natural, scenic, recreational, cultural, historical, and agricultural resources of Half Moon Bay and the San Mateo County Coast for present and future generations. As a non-profit organization, CLT has a legal obligation to manage all real property interests it holds in furtherance of its charitable mission.

WHEREAS, CLT and the City have identified twelve (12) of the parcels (APNs 065-082-030, 065-155-080, 065-023-170, 065-024-370, 065-031-220, 065-031-240, 065-034-050, 065-074-030, 065-155-090, 065-032-170, 065-072-030, and 065-032-040) as important or helpful for the Wavecrest Trail Project, in addition to wetland protection and other restoration work.

WHEREAS, CLT has offered to construct components of the Wavecrest Trail on those twelve (12) parcels, in addition to managing and preserving the parcels. CLT’s work will benefit the public at no cost to the City, and the value of those improvements will meet or exceed Seventy-Eight Thousand Six Hundred Twenty-One Dollars and Eight Cents (\$78,621.08), the cost at which the City acquired those parcels.

WHEREAS, CLT and the City have identified the remaining nine (9) parcels (APNs 065-152-070, 065-157-030, 065-181-060, 065-192-110, 065-171-080, 065-203-190, 065-181-020, 065-184-020, and 065-191-040) as opportunities for CLT to conduct habitat restoration and preservation work.

CLT has offered to conduct habitat restoration and preservation on these nine (9) parcels. The City acquired those parcels at a cost of Seventy-Nine Thousand Seven Hundred Forty-Three

Dollars and Sixty-Seven Cents (\$79,743.67). CLT will compensate the City at cost for those parcels.

WHEREAS, the above-identified uses—including trail construction, restoration, management, and preservation as open-space with public access—are in furtherance of the lot retirement program goals.

WHEREAS, subject to the terms and conditions of this Agreement, the City will transfer to CLT the twenty-one (21) Wavecrest lots that the City acquired in the Tax Sale.

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **AGREEMENT TO PURCHASE AND SELL:** Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the following described property in accordance with the terms and conditions of this Agreement:

a. The real property and improvements known as San Mateo County Assessor’s Parcel Numbers (“APN”) 065-023-170, 065-024-370, 065-031-220, 065-031-240, 065-032-040, 065-032-170, 065-034-050, 065-072-030, 065-074-030, 065-082-030, 065-152-070, 065-155-080, 065-155-090, 065-157-030, 065-171-080, 065-181-020, 065-181-060, 065-184-020, 065-191-040, 065-192-110, 065-203-190, located in Half Moon Bay, California; all as more particularly described on **EXHIBIT A**, attached hereto and incorporated herein by this reference (collectively the “Property”); and

b. All of Seller’s right, title and interest in and to the fixtures, equipment, if any, existing on the Property, not owned by tenants, and used exclusively in the operation of the Property, shall be delivered by Seller concurrently with the Grant Deed transferring title to the Property.

2. **CONSIDERATION; PURCHASE PRICE:** Subject to the terms and conditions contained in this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, fee ownership of the Property, subject to the following:

a. The total Purchase Price for the Property shall be Seventy-Nine Thousand Seven Hundred Forty-Three Dollars and Sixty-Seven Cents (\$79,743.67). This Purchase Price constitutes the price paid by the City to the County for its acquisition of APNs 065-152-070, 065-157-030, 065-181-060, 065-192-110, 065-171-080, 065-203-190, 065-181-020, 065-184-020, and 065-191-040. The City shall convey the remaining parcels, APNs 065-082-030, 065-155-080, 065-023-170, 065-024-370, 065-031-220, 065-031-240, 065-034-050, 065-074-030, 065-155-090, 065-032-170, 065-072-030, 065-032-040, to the Buyer in consideration of Buyer’s agreement to construct and maintain components of the Wavecrest Trail, in addition to habitat restoration and preservation.

3. **DUE DILIGENCE; CONTINGENCIES; CONDITIONS:**

a. Buyer is to complete its investigation of the Property, and to satisfy all conditions described herein (the “Due Diligence Period”) by _____, 2025, or such other later date as the parties may agree in writing.

b. During the Due Diligence Period, Buyer may, in its sole and absolute discretion, elect to terminate this Agreement based upon any of the following:

i. Review of Title Matters. CLT’s review and approval of a final title report of the condition of title to the Property, including copies of all documents referred to therein and any and all other documents relating to title. CLT shall identify in writing any exceptions to title that must be removed; or

ii. Review and investigation of the condition of the Property, which may include but shall not be limited to an Environmental Site Assessment and review of any potential environmental hazards, and a Property Condition Assessment, or any other studies related to the condition of the Property or title to the Property; or

iii. Buyer’s inability to timely complete any of the studies or actions set forth above.

c. If Buyer fails to deliver notice of its election to terminate on or before 5:00 p.m. (PT) on the last day of the Due Diligence Period, then Buyer shall be deemed to have waived this condition. If the last day of the Due Diligence Period falls on a weekend or holiday, the Due Diligence Period shall be extended until 5:00 p.m. (PT) of the following business day.

d. At least ten (10) days before closing, Seller will deliver to the Escrow Holder the Grant Deed duly executed and acknowledged by Seller.

e. Satisfaction of any California Environmental Quality Act CEQA requirements for this transaction as determined by Seller, a finding that Seller’s sale of the Property conforms with the applicable general plan pursuant to California Government Code Section 65402, and the City Council’s approval of this Agreement are express conditions precedent to Seller’s duty to sell.

4. ESCROW AND OTHER FEES: Within three (3) days following the Full Execution of this Agreement by Seller and Buyer, Buyer shall open escrow at _____ Title Company, in _____, California, or at such other escrow company as may be agreed to by Seller and Buyer (“Title Company” or “Escrow Holder”); with escrow instructions to be based upon the terms and conditions set forth herein, and Buyer shall deliver a copy of this Agreement to the Escrow Holder. On behalf of Buyer, CLT’s authorized representative shall execute the necessary escrow instructions and/or additional documents which may be required to complete the closing of this real property transaction. This Agreement shall become part of the escrow and shall constitute the basic instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein, in accordance with the terms and conditions of this Agreement. In case of conflict between this Agreement and any related escrow documents, the terms of this Agreement shall control.

- a. The Closing shall occur on June 4, 2025, (the “Closing Date”), or such other date as the parties hereto shall mutually agree in writing. The “Closing” is defined as the satisfaction of all conditions herein stated, except those conditions that may be, and in fact are waived by an express written waiver duly executed by the waiving party; and the recordation of a Grant Deed, which shall vest title to the Property in Buyer, and the deposit of the Purchase Price by Buyer into escrow.
- b. Escrow, title and other fees shall be paid as follows:
 - i. A Standard California Land Title Association owner’s policy of title insurance covering the Property shall be paid for by Buyer, in favor of Buyer in the amount of the Purchase Price subject to all of the title exceptions that may be permitted by Buyer.
 - ii. Buyer shall pay for any additional title insurance coverage that may be required by Buyer, including any extended or ALTA coverage or endorsements to such policy requested by Buyer (to the extent available) together with the cost of any survey obtained by Buyer.
 - iii. All existing insurance policies (if any) shall be canceled at time of Closing and Buyer acknowledges and agrees that Seller cannot endorse any such existing insurance policies to Buyer.
 - iv. Seller and Buyer shall each pay their own Escrow Holder’s fees at the close of escrow.
 - v. Amounts payable under the approved contracts shall be prorated on an accrual basis.
- c. Escrow Holder shall be obligated as follows:
 - i. To provide current preliminary title reports covering the Property, at Buyer’s expense if any.
 - ii. To record concurrently with Closing, the Grant Deed, vesting title to the Property in Buyer, and to record such other documents as may be mutually requested in writing by the Parties.
 - iii. To issue or have issued to Buyer the California Land Title Association policy of title insurance required herein, and any alternative or extended coverage desired by Buyer.
 - iv. To provide Buyer and Seller a final closing statement with certification by the Title Company. At least three (3) business days prior to the Closing Date, the parties shall agree upon all of the prorations to be made and submit a statement to Escrow Holder setting forth the same.

5. COMMISSION: CLT shall not be responsible for the payment of any real estate commissions or fees resulting from this transaction. CLT represents and warrants that it has had no dealings with any broker or agent in connection with this transaction or the Property and shall not be responsible for the payment of any real estate commissions or fees resulting from this transaction. Seller shall be solely responsible for any fees due Seller's Broker. Seller shall indemnify, defend, reimburse, and hold CLT harmless from and against any and all claims, demands, liabilities, losses, costs and expenses (including, without limitation, attorney's fees and costs) arising from any broker's commission or finder's fees for any brokers or finders. CLT represents and warrants that it has not made any promises or agreements with any party for the payment of any broker's commission or finder's fees.

6. GOOD FAITH DISCLOSURE BY SELLER:

a. Seller shall make a good faith disclosure to Buyer of any and all material facts, findings, or information on the Property known to Seller (without investigation) and not readily discoverable by Buyer, including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contracts, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning reports; environmentally hazardous material such as dioxins, oils, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination. Any and all facts or information known by Seller concerning the condition of the Property shall be delivered to Buyer no later than _____, 2025.

b. If such facts or information provided by Seller disclose conditions that adversely affect the continued or contemplated use of the Property, and that Buyer reasonably deems unacceptable, or if Buyer otherwise discovers such facts or information through its investigations, tests and/or surveys (including without limitation its review of title) which disclose such conditions, and Seller is unwilling or unable to correct such conditions to the reasonable satisfaction of Buyer or any governmental body having jurisdiction, then Buyer may, at its sole option, terminate this Agreement. Within ten (10) business days of actual receipt of said disclosure information, Buyer shall notify Seller of the conditions it deems unacceptable and the corrections desired and request Seller, at Seller's expense, to correct the condition(s) affected thereby to the reasonable satisfaction of Buyer. Failure to so correct shall be grounds for termination of this Agreement.

7. INSPECTION BY BUYER:

a. Buyer, upon not less than one (1) business day notice to Seller, shall have the right of entry onto the Property to conduct such non-invasive and non-intrusive inspections and testing thereon as are, in Buyer's sole discretion, necessary to reasonably determine the condition of the Property. The scope of any such testing or inspection which requires physical sampling of all or any part of the Property shall be subject to:

i. The prior written approval of Seller, which Seller may withhold or condition in its sole and absolute discretion.

ii. Seller's receipt of a certificate of insurance evidencing any insurance coverage reasonably required by Seller.

iii. The requirement that Buyer conduct all such inspections and testing, including the disposal of samples taken, in accordance with applicable law and at no cost or liability to Seller, and with no substantial disturbance of or interference with the businesses being conducted on the Property. Buyer shall complete such inspections and testing within the Due Diligence Period and shall restore all areas of the Property to its pre-test and pre-inspection condition as near as is practicable.

b. If any toxins or contaminants are discovered on the Property, Buyer shall notify Seller immediately, and Seller shall have the right, but not the responsibility to take any actions in response to such notifications that it deems necessary in its sole and absolute discretion. If Seller elects not to take actions in response to such notifications, then, notwithstanding other provisions contained herein, Seller and/or Buyer shall have the right (prior to the expiration of the Due Diligence Period) to terminate this Agreement with no further liability.

c. Buyer shall give Seller written notice prior to the commencement of any testing or inspections in, on or about the Property, and Seller shall have the right to post Notices of Testing, and/or Notices of Non-responsibility as provided by law. All testing on the Property shall keep the Property free and clear of claims, charges and/or liens for labor and materials, and Buyer shall defend, indemnify and save harmless Seller, its agents and employees from and against any and all claims, demands, damages, costs, losses, expenses (including attorney's fees), judgments or liabilities arising out of, related to, or in connection with any such testing, inspection or entry by Buyer, its partners, officers, directors, members, shareholders, independent contractors, agents or employees (collectively, "Buyer's Agents"). The foregoing indemnification covenant shall survive the Closing and any termination of this Agreement.

d. Should Buyer decide, for whatever reason, to terminate this Agreement prior to Closing, at Seller's request, any and all reports, including title documents and surveys, inspection reports and government entity responses acquired by the CLT during its Due Diligence Period shall be passed on to Seller.

8. TITLE AND DEED:

a. Title to the Property is to be free of all exceptions to title except those expressly approved by Buyer, and free of all leases except those written leases disclosed to Buyer as part of the Diligence Documents, provided that the Property shall be subject to the Restrictive Covenants Agreement.

b. Buyer shall have the right to review the preliminary title report and disapprove in writing any items disclosed in said report prior to the close of escrow. Seller shall have fifteen (15) days from receipt of Buyer's notice of disapproval to correct the condition(s) that adversely affect the Property. Failure to correct shall be grounds for termination of this Agreement by Buyer.

c. Seller may request escrow to be extended for ten (10) days where there is a need for Seller to correct an adverse condition unless Seller refuses to correct such condition or unless correction requires more than ten (10) days in which case escrow shall be extended to the date of refusal or date of correction respectively.

9. REPRESENTATIONS AND WARRANTIES OF BUYER: Buyer represents and warrants to Seller that the following statements are true and correct and shall be true and correct as if originally made on and as of the Closing:

a. Buyer has full power and authority to enter into and perform this Agreement and all documents and instruments to be executed by Buyer pursuant to this Agreement (collectively, "Buyer's Documents"); and

b. This Agreement has been, and Buyer's Documents will be, duly executed and delivered by Buyer, or by duly authorized officers or representatives of Buyer; and

c. No consent, authorization, order or approval of, or filing or registration with, any other governmental authority or other person is required for the execution and delivery by Buyer of this Agreement and Buyer's Documents or the consummation by Buyer of the transactions contemplated by this Agreement and Buyer's Documents.

10. REPRESENTATIONS AND WARRANTIES OF SELLER:

a. Seller has offered the Property in an "As-Is, Where Is" condition. Seller represents and warrants to Buyer that the following statements are true and correct and shall be true and correct as if originally made on and as of the Closing:

i. Seller has full power and authority to enter into and perform this Agreement and all documents and instruments to be executed by Seller pursuant to this Agreement (collectively "Seller's Documents");

ii. This Agreement has been, and Seller's Documents will be, duly executed and delivered by duly authorized officers or representatives of Seller;

iii. No consent, authorization, order or approval of, or filing or registration with, any other governmental authority or other person is required for the execution and delivery by Seller of this Agreement and Seller's Documents, or the consummation by Seller of the transactions contemplated by this Agreement and Seller's Documents;

iv. To Seller's actual knowledge, there is no litigation pending against Seller which, if determined adversely, would have a material adverse effect on the Property or Seller's right to transfer title to the Property; and

v. Seller has not granted any option or right of first refusal or first opportunity to any party other than Buyer to acquire fee interest in the Property.

b. As used in this Agreement, “Seller’s actual knowledge” means the current, actual knowledge of Seller, without duty to investigate and shall not include constructive knowledge or knowledge that Seller could have obtained through investigation or inquiry. No broker, agent, or party other than Seller is authorized to make any representation or warranty for or on behalf of Seller.

c. From and after the Effective Date, Buyer and Seller shall each immediately advise the other in writing of any information it receives which indicates that a representation or warranty made by Seller in this Section 9 is, or has become, untrue in any material respect. Seller shall have five (5) days from receipt of Buyer’s written notice or from delivery of Seller’s written notice to attempt to remedy the breach or inaccuracy in such representation or warranty. In the event Seller is unwilling or unable to remedy such inaccuracy within such period, Buyer shall have the right, as its sole and exclusive remedy, exercisable by giving written notice to Seller and Escrow Holder within five (5) days after the expiration of Seller’s five (5) day cure period, either (i) to terminate this Agreement, or (ii) to consummate the transaction contemplated by this Agreement. If the Closing is scheduled to occur prior to said notice and curing periods, the Closing shall be delayed to provide for the expiration of both periods at least 5 days prior to the Closing. If Buyer elects to proceed with the Closing after Buyer has received Seller’s written notice of any actual or alleged inaccuracy or breach of Seller’s representations and warranties or after Buyer has discovered any such change in circumstances, then (a) Seller’s representations and warranties shall be deemed revised in accordance with the change in circumstances as disclosed or discovered, (b) Buyer shall have waived any right or remedy concerning such change in circumstances, and (c) Seller shall be fully and forever released and discharged from any liability or obligation with respect to such change in circumstances.

d. The Property is being sold, and Buyer is accepting possession of the Property on the Closing Date, “as is, with all faults,” with no right of setoff or reduction in the purchase price, except for Seller’s representations and warranties set forth in this agreement that expressly survive the closing and instruments executed by Seller at closing (the “Seller’s Warranties”). Except for Seller’s Warranties and any express representations made in writing by Seller, neither Seller, its counsel or brokers, nor any partner, officer, director, employee, affiliate, agent or attorney of Seller, its counsel or brokers nor any other party related in any way to any of the foregoing (each a “Seller Party” and collectively the “Seller Parties”) have or shall be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Buyer with respect to the Property, any matter set forth, contained or addressed in the diligence documents (including, but not limited to, the accuracy and completeness thereof) or the results of the investigations.

e. Notwithstanding anything to the contrary herein, Buyer is not waiving any rights that are not waivable under applicable California law.

f. This paragraph 10, and Seller’s representations and warranties contained herein, shall survive the close of escrow.

in Seller's sole discretion. Any sale, assignment, or other transfer in violation of this Section 14 shall be null and void.

15. WAIVERS: No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

16. CONSTRUCTION: Section headings are solely for the convenience of the parties and are not a part and shall not be used to interpret this Agreement. The singular form shall include the plural and vice-versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

17. FURTHER ASSURANCES: Whenever requested by the other party, each party shall execute, acknowledge and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurances, approvals, consents and all further instruments and documents as may be necessary, expedient or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

18. THIRD PARTY RIGHTS: Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

19. INTEGRATION: This Agreement contains the entire agreement between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the purchase of the Property.

20. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument.

21. AMENDMENT: This Agreement may not be amended or altered except by a written instrument executed by Buyer and Seller.

22. PARTIAL INVALIDITY: Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all remaining provisions of this Agreement shall remain in full force and effect.

23. EXHIBITS: All attached exhibits are incorporated in this Agreement by reference.

24. AUTHORITY OF PARTIES: All persons executing this Agreement on behalf of any party to this Agreement warrant that they have the authority to execute this Agreement on behalf of that party.

25. GOVERNING LAW: The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws.

26. FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES: In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures; however, funds shall not be released nor shall documents be accepted for recordation by the San Mateo County Recorder's Office until such documents bearing original signatures are received by Buyer.

IN WITNESS WHEREOF, Buyer and Seller have executed this Real Estate Purchase and Sale Agreement and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by Buyer.

[signatures on following page]

BUYER:

COASTSIDE LAND TRUST
A California non-profit corporation

By:

Bob Rogers

Title: Executive Director

SELLER:

CITY OF HALF MOON BAY
A California municipal corporation

By:

Name:

Title: _____

Exhibit A

LEGAL DESCRIPTIONS

1877323.6