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SEWER AUTHORITY MID-COASTSIDE

RESOLUTION NO. 2-81

A RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF ASSIGNMENT FROM
THE CITY OF HALF MOON BAY

SEWER AUTHORITY MID-COASTSIDE

RESOLVED, by the Board of Directors of the Sewer Authority
Mid-Coastside, San Mateo County, California, that

WHEREAS, there has been submitted to this Authority a proposed
assignment entitled "Assignment (and Delegation of Duties and
Obligations)", by and between this Authority and the City of Half Moon
Bay; and

WHEREAS, said Assignment has been reviewed and considered by
this Board;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The above referenced Assignment, in form heretofore
submitted to and considered by this Board, is hereby approved.
2. The Chairman is hereby authorized to execute said Assignment
on behalf of this Authority and the Secretary is hereby authorized to
countersign same.
3. The Manager shall forthwith deliver an executed copy of said
Assignment to the City of Half Moon Bay and to the State of California
Department of Parks and Recreation.

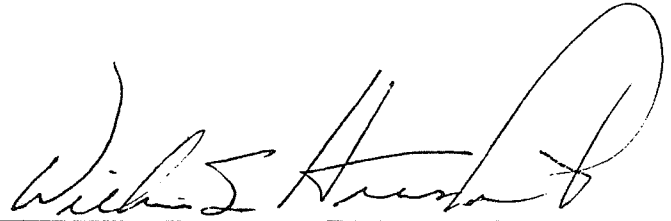
* * * * *

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted by the Board of Directors of the Sewer Authority Mid-Coastside, San Mateo County, California, at a meeting thereof held on the 23rd day of February, 1981, by the following vote:

AYES, and in favor thereof, Directors: Heaslet, Shaw, Chanslor, Leger, Mello, Sawrey.

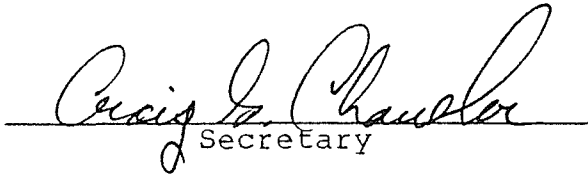
NOES, Directors: None.

ABSENT, Directors: None.



Chairman

COUNTERSIGNED:



Secretary

RESOLUTION NO. 6-81

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HALF MOON BAY ASSIGNING INTERESTS IN AGREEMENT
WITH CALIFORNIA PARKS AND RECREATION DEPARTMENT
DATED AUGUST 1, 1979, TO SEWER AUTHORITY MID-
COASTSIDE

WHEREAS the City of Half Moon Bay has previously acquired an easement from the California State Parks and Recreation Department for construction of the Sewer Authority Mid-coastside sewer outfall line; and

WHEREAS the Agreement conveying said easement authorizes the City of Half Moon Bay to assign its interest in said easement to the Sewer Authority Mid-coastside; and

WHEREAS the Sewer Authority Mid-coastside is the lead agency for construction of improvements to the consolidated wastewater treatment facility including the sanitary sewer outfall; and

WHEREAS the City of Half Moon Bay desires to assign its interest to the Sewer Authority Mid-coastside;

THEREFORE, BE IT RESOLVED by the City Council of the City of Half Moon Bay that all interests conveyed to the City of Half Moon Bay under that Agreement dated August 1, 1979, are hereby assigned to the Sewer Authority Mid-coastside.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute all documents necessary to effect this assignment.

* * *

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Half Moon Bay on February 3, 1981, by the following vote:

AYES and in favor thereof:

Councilmembers Bishop, Mullin, Shaw; Mayor Bedesem

NOES: None

ABSENT: Mello

APPROVE:

Helen R. Bedesem
Helen R. Bedesem, Mayor

I hereby certify that the foregoing is a true and correct copy of the original document on file in the office of the City Clerk of the City of Half Moon Bay.

Date: March 7 1981
City Clerk: Ralphena R. Guest

ATTEST:

Ralphena R. Guest
Ralphena R. Guest, City Clerk

ASSIGNMENT
(AND DELEGATION OF DUTIES AND OBLIGATIONS)

THIS ASSIGNMENT is made this 3rd day of February, 1981, by the City of Half Moon Bay (herein "City"), a municipal corporation, to the Sewer Authority Mid-Coastside (herein "S.A.M."), a public entity.

WHEREAS, the City has entered into an agreement, dated August 1, 1979, including amendments thereto, with the State of California, acting through its Department of Parks and Recreation, a copy of which is attached hereto, marked Exhibit "A";

WHEREAS, in said agreement it is contemplated that the City's interest therein could be assigned to S.A.M. without the prior consent of State; and

WHEREAS, since the sanitary sewer pipeline described in said agreement is being constructed by S.A.M. for use by its member agencies, the City desires to assign its interest in said agreement and S.A.M. desires to accept same all as herein more particularly provided;

NOW, THEREFORE, it is agreed as follows:

1. For valuable consideration, the receipt of which is hereby acknowledged, City hereby assigns to S.A.M. all of its right, title and interest in and to the above-mentioned agreement.

2. S.A.M. hereby accepts said assignment and agrees to assume and perform all duties and obligations of performance that the City has under said agreement and to hold City harmless from any liability for performance or nonperformance of such duties and obligations.

3. S.A.M. shall provide an executed copy of this assignment to the State of California Department of Parks and Recreation.

IN WITNESS WHEREOF, the undersigned have executed this assignment the day and year first above written.

CITY OF HALF MOON BAY

By Helen R. Bedsem
Mayor

ATTEST:

By Stephen R. Quest
Clerk

SEWER AUTHORITY MID-COASTSIDE

By William J. Hunsford
Chairman

COUNTERSIGNED:

By Craig S. Clauson
Secretary

AGREEMENT AND GRANT OF EASEMENT

1
2
3 THIS AGREEMENT made and entered into this 15th day
4 of August, 1979, by and between the STATE OF CALIFORNIA,
5 acting through the Department of Parks and Recreation, hereinafter called
6 "STATE", and City of Half Moon Bay hereinafter called "GRANTEE";

W I T N E S S E T H:

7
8
9
10 That STATE, pursuant to the provisions of Section 5012 of the Public
11 Resources Code, does hereby grant unto GRANTEE an easement twenty (20) feet in
12 width for the purposes of installing, constructing, reconstructing, operating,
13 and maintaining an underground sanitary sewer pipeline and any and all
14 appurtenances thereto under and within a strip of land being and situate in
15 the County of San Mateo, State of California that lies ten (10) feet on each
16 side of the following described center line:

17
18 Beginning at a stake on the westerly line of the road
19 leading from Spanishtown to Amesport Landing, said road now
20 being known as State Highway No. 1 from which stake the
21 northwesterly corner of the lands of Joseph DeBenedetti, as
22 said lands are described in a deed recorded in Volume 94,
23 page 430, dated December 1, 1902, Official Records of the
24 County of San Mateo, bears north $40^{\circ}15'$ west 1058.64 feet
25 and, thence, leaving said point of beginning south $55^{\circ}15'$
26 west 1980.00 feet along the southeasterly line of the lands
27 of Ida Jeanette Muller Byrnes and Eva Francis Miller

1 Landstra, as said lands are described in a deed of gift
2 recorded in Volume 2633, page 880, dated August 16, 1954,
3 Official Records of San Mateo County, to the center line of
4 Pilarcitos Creek, thence along the aforesaid creek center
5 line north 53° west 376.00 feet to the true point of
6 beginning; thence, leaving said true point of beginning
7 south 88°09'32" west 412.18 feet; thence south
8 49°31'30" west 252 feet more or less to the high tide
9 line.

10
11 GRANTEE is hereby granted permission to use subject to the conditions
12 set forth below for the period commencing with the date of approval of this
13 grant by STATE and ending on December 31, 1979, that portion of Half Moon Bay
14 State Beach shown as a Corporation Yard, the Staging Area and an 80-foot wide
15 Temporary Outfall Construction Easement on the plan titled: Half Moon Bay
16 Beach, Temporary Outfall Construction Easement and Plan, (4-16), Map
17 Drawing No. 16977 on file with GRANTOR, a copy of which has been furnished to
18 GRANTEE, and by this reference made a part hereof.

19
20 This grant is made and accepted upon the following terms and
21 conditions:

22
23 1. This grant is subject to all valid and existing contracts,
24 leases, licenses, encumbrances, and claims of title which may affect said
25 property and the use of the word "grant" herein shall not be construed as a
26 covenant against the existence of any thereof.

27 ---

1 2. GRANTEE hereby waives all claims and recourse against the STATE
2 for loss or damage to persons or property arising from, growing out of, or in
3 any way connected with or incident to this agreement. GRANTEE agrees to
4 indemnify, save harmless, and defend the STATE, its officers, agents, and
5 employees against any and all claims, demands or causes of action that may be
6 brought against the STATE, its officers, agents, and employees arising out of,
7 or in any way connected with or incident to the use or occupancy of said
8 premises by the GRANTEE or the exercise by GRANTEE of the rights or privileges
9 herein granted.

10
11 3. STATE expressly reserves the right to the use of said property
12 in any manner, provided such use does not unreasonably interfere with the use
13 of the easement herein granted.

14
15 4. STATE expressly reserves the right to require GRANTEE, at the
16 expense of STATE, to remove and relocate all improvements placed by GRANTEE
17 within the easement upon determination by STATE that said improvements
18 interfere with the future development of STATE's property. GRANTEE agrees
19 that within one hundred eighty (180) days after written notice from STATE of
20 such determination by STATE and demand for removal and relocation of said
21 improvements, GRANTEE shall remove and relocate said improvements to a
22 feasible location on the property of the STATE, and STATE shall furnish
23 GRANTEE with a good and sufficient similar easement for said improvements in
24 such new location, and GRANTEE thereupon shall reconvey to STATE the easement
25 herein granted.

26 ---

27 ---

1 5. This agreement and the rights and privileges herein given
2 GRANTEE shall terminate in the event that GRANTEE shall fail for a continuous
3 period of one (1) year to utilize the rights and privileges herein granted.
4

5 6. In the event of the termination of this agreement GRANTEE shall,
6 at GRANTEE's own expense, when requested in writing to do so by STATE, remove
7 all property and equipment placed by or for GRANTEE upon the said premises,
8 and restore said premises as nearly as possible to the same state and
9 condition they were in prior to the entry of GRANTEE upon said premises; but,
10 if GRANTEE shall fail so to do within sixty (60) days after the aforesaid
11 request is given, STATE may do so, all at the cost and expense of GRANTEE, to
12 be paid by GRANTEE on demand.
13

14 Upon termination of the rights herein granted, GRANTEE shall execute
15 and deliver to STATE within thirty (30) days, a good and sufficient quitclaim
16 deed to the rights arising hereunder.
17

18 7. This agreement shall not, nor shall any interest therein or
19 thereunder, be assigned, mortgaged, hypothecated or transferred by GRANTEE
20 whether voluntarily, or involuntarily or by operation of law, nor shall
21 GRANTEE let or sublet, or grant any licenses or permits with respect to the
22 use and occupancy of the said premises or any portion thereof, without the
23 written consent of STATE being first had and obtained.
24

25 8. GRANTEE is further given the right of reasonable ingress to and
26 egress from the easement hereby granted, provided, however, that existing
27 roads and trails shall be utilized for such purpose whenever reasonably

1 possible and further provided, that if such road or trail is not available,
2 GRANTEE shall secure the consent of the STATE as to the route or routes to be
3 followed for the purpose of such ingress and egress. Such right of ingress
4 and egress shall at all times be exercised in a manner which will cause the
5 least damage to the property of the STATE.

6
7 9. Upon completion of any work to be performed by GRANTEE on said
8 easement, GRANTEE shall restore the surface of the said areas to a condition
9 and the same state as they were in prior to GRANTEE's entry upon said premises.

10
11 10. GRANTEE, in the exercise of the rights herein granted, shall at
12 all times comply with all applicable laws and lawful regulations, including
13 such rules and regulations for the State Park System now in effect or
14 hereafter adopted.

15
16 11. In the event that GRANTEE shall at any time be in default in
17 respect to any of the covenants, matters, or thing to be kept, done, or
18 performed hereunder, then in that event, STATE may at its option declare this
19 agreement and all rights of GRANTEE hereunder forfeited and terminated,
20 provided, however before any forfeiture shall be declared hereunder by reason
21 of default as aforesaid, STATE shall cause to be given to GRANTEE a written
22 notice specifying the particulars wherein GRANTEE is in default and demanding
23 performance in accordance with the terms of this agreement. If within
24 thirty (30) days after such notice is given, GRANTEE shall fully comply
25 therewith or in good faith shall have commenced the work necessary to comply
26 therewith and henceforth shall diligently prosecute such work to completion,

27 ---

1 no forfeiture by reason of breach shall be declared hereunder; but, in the
2 event of the failure of GRANTEE to comply with such notice, STATE may then
3 declare and effect a forfeiture by reason of the default therein specified.
4

5 12. GRANTEE shall conduct its activities under this agreement in
6 such a way as not to create a nuisance, and notwithstanding the provisions of
7 paragraph 11 hereof, in the event of a violation of this covenant by GRANTEE,
8 STATE, at its option, may forthwith terminate this agreement and all rights of
9 GRANTEE hereunder.
10

11 13. Any notice, demand or request required or authorized by this
12 agreement to be given or made to or upon GRANTEE shall be deemed properly
13 given or made if delivered by certified mail, postage prepaid, to City of Half
14 Moon Bay, City Hall, 501 Main Street, Half Moon Bay, California, 94019.
15

16 14. GRANTEE shall notify the State Park District Superintendent or
17 his authorized representative seven (7) days in advance of any work to be
18 performed under this agreement.
19

20 15. The sewer pipeline to be installed under this agreement shall be
21 constructed in accordance with the plan titled: Sewer Authority
22 Mid-Coastside, San Mateo County, California, Unit 4A, Ocean Outfall, Plan and
23 Profile - 1, Drawing 0-2, dated August 1977, Rev. February 1979, by this
24 reference made a part hereof, except that in any conflict between said
25 Drawing 0-2 and Drawing No. 16977, Drawing No. 16977 shall prevail. Any
26 modification, alteration, replacement of said line shall be in accordance with
27 a plan approved by STATE.

1 16. GRANTEE shall construct, at no cost to STATE, a six (6) foot
2 high chain link galvanized iron fence with three (3) strand barbed wire
3 outriggers, as per California Department of Transportation's January 1975
4 Standard Plans Sheet A78-7, as delineated on said Drawing No. 16977. The
5 Corporation Yard's entrance road, surfacing, chain link fencing, shall remain
6 in place in a condition satisfactory to the State Park Superintendent or his
7 authorized representative after completion of project and shall become the
8 property of the STATE. The right to use the temporary use area may be
9 terminated as to an area 75 feet by 100 feet located within the Corporation
10 Yard, as shown on said Drawing No. 16977 and is to be vacated by GRANTEE upon
11 10 day's written request to do so by STATE.

12
13 17. GRANTEE shall, at no cost to STATE, post and maintain on all
14 fences, 100 foot on center and at all gates, signs which read "Construction
15 Zone-Temporarily Closed to Public Access", except that the public is to be
16 provided safe equestrian and pedestrian access along the route designated on
17 said Drawing No. 16977, by GRANTEE.

18
19 18. GRANTEE shall construct, at no cost to STATE, a four (4) foot
20 high hog wire or equal fence, for the protection of the public, on a portion
21 of the perimeter of the Staging Area as delineated on said Drawing No. 16977;
22 upon completion of said work said fence shall be removed.

23
24 19. GRANTEE, in construction of said sewer outfall through this
25 park, shall be restricted to the work area limits, as delineated on said
26 Drawing No. 16977, and no work, materials, or vehicles of GRANTEE shall be
27 permitted on other areas of this park.

1 20. GRANTEE shall, at no cost to STATE, on written request by STATE,
2 provide watch-person services for the work area during night hours, weekends,
3 and holidays, to exclude the public therefrom.

4
5 21. GRANTEE shall not work on STATE property at night, that is,
6 between one-half hour after sunset and one-half hour before sunrise or on
7 Saturdays, Sundays, or holidays without first obtaining written approval from
8 the State Park District Superintendent or his authorized representative.

9
10 22. GRANTEE shall remove, at no cost to STATE, the existing surge
11 chamber to a point six (6) feet below, and refill to, ground level when the
12 existing ocean outfall line is no longer in use. Fill material shall be of a
13 quality acceptable to STATE.

14
15 23. GRANTEE shall assume all expense and liability for the purpose
16 of providing a cultural resource management consultant acceptable to the STATE
17 when doing any excavation for the ocean outfall above the mean high tide
18 line. Should, in the opinion of said consultant, the cultural resources
19 appear to be of significance in terms of history and/or prehistory of the
20 area, work by GRANTEE on the premises shall be suspended until measures for
21 mitigation of impact have been agreed to by GRANTEE and STATE.

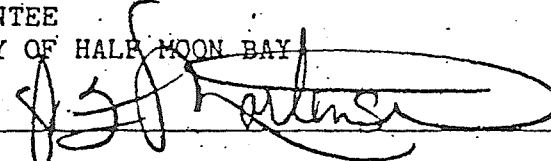
22
23 24. Upon completion of said work on said easement and on said
24 temporary use area, GRANTEE, at no cost to STATE, shall clean up and restore
25 said easement and area, and replant vegetation, and provide maintenance to
26 insure regrowth, to satisfaction of STATE, except as herein otherwise provided.


27 ---

1 25. Sand dunes that are altered by construction work will be
2 restored by GRANTEE, at not cost to STATE, to their original contour and will
3 be satisfactorily stabilized with vegetation native to the area. In order to
4 replant and stabilize the dunes, it will require adding humus, fertilizing,
5 and irrigating after planting. The plants so established must be capable of
6 keeping the dunes stabilized naturally without additional human help.

7
8 IN WITNESS WHEREOF, the parties have executed this instrument upon
9 the date first hereinabove appearing.

10 Execution of this agreement is approved by the City of Half Moon Bay under
11 Resolution No. 40-79, a copy of which is attached hereto and by reference
12 made a part hereof, modifying said agreement.

13 GRANTEE
14 CITY OF HALF MOON BAY
15 By 

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
By 

16
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27 0-5334CPERM

RESOLUTION NO. 40-79

A RESOLUTION APPROVING AN AGREEMENT AND GRANT OF EASEMENT BETWEEN THE CITY OF HALF MOON BAY AND THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME.

WHEREAS the City of Half Moon Bay desires to construct a new outfall from the City's waste water treatment facility; and

WHEREAS said outfall must cross properties under the control of the State Department of Parks and Recreation; and

WHEREAS the State Department of Parks and Recreation has caused to be prepared an agreement and grant of easement which as been submitted to the City Council of the City of Half Moon Bay; and

WHEREAS, with certain amendments thereto, the City Council approves said agreement and grant of easement.

THEREFORE, BE IT RESOLVED, by the City Council of the City of Half Moon Bay that said agreement and grant of easement is approved with the following amendments thereto:

1. Page 2, line 8, is hereby amended to read as follows:

"49°32'30" west 252 feet more or less to the high tide line."

2. Page 2, line 13, is amended to read as follows:

"grant by STATE and ending on June 30, 1980, that portion of Half Moon Bay".

3. Page 4, paragraph 7, is amended to add the following language:

"It is agreed by State that GRANTEE may assign interest in this agreement to the sewer authority Midcoastside."

4. Page 8, paragraph 22, is amended to read as follows:

"GRANTEE shall cover, at no cost to STATE, the existing surge chamber to a depth of six (6) feet when the existing ocean outfall line is no longer in use. Cover material shall be of a quality acceptable to STATE."

BE IT FURTHER RESOLVED that the City Manager be and is hereby authorized to execute said agreement and grant of easement on behalf of this City of Half Moon Bay.

Passed and adopted at a regular meeting of the City Council of the City of Half Moon Bay on May 15, 1979, by the following vote:

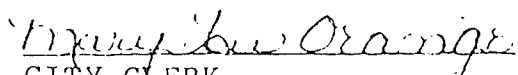
AYES and in favor: Mello, Bedesem, Shaw, Adreveno

NO: None

ABSENT: Cardoni


MAYOR

ATTESTED TO:


CITY CLERK

ADDENDUM TO AGREEMENT FOR EASEMENT BETWEEN
THE CALIFORNIA DEPARTMENT OF PARKS AND
RECREATION AND THE CITY OF HALF MOON BAY

WHEREAS an agreement has been entered into between the City of Half Moon Bay and the California Department of Parks and Recreation granting an easement to the City of Half Moon Bay to extend a sewage outfall and to allow a temporary construction area for vehicles and material; and

WHEREAS certain mitigation measures contained in the Notice of Determination must be taken; and

WHEREAS the parties desire to amend said agreement by this Addendum to include those mitigation measures;

THEREFORE, IT IS AGREED to by the parties:

1. Any disturbance to the vegetation or terrain shall be restored to its present condition and to the satisfaction of staff of the National Heritage Section, California Department of Parks and Recreation. The City of Half Moon Bay shall assume all expenses and liability for all re-vegetation and landscaping work.
2. A cultural resources management consultant acceptable to the California Department of Parks and Recreation shall be on site during all trenching and/or construction activities. Should native American artifacts be exposed immediate action shall be taken to preserve these resources. The City of Half Moon Bay shall assume all expenses and liability for the cultural resources consultant and any related work the cultural resources consultant deems necessary.

3. The location of the temporary construction site shall be amended to the proximate site depicted in the California Department of Parks and Recreation Drawing No. 16977 entitled "Half Moon Bay Temporary Outfall Construction Easement Plan".

4. The granting of this easement in no way commits the Department of Parks and Recreation to grant future easements for any related project; such as easements for the installation of gravity feed and/or force mains, pump stations or the like.

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

By

Jack Hanson

Date

8/1/79

THE CITY OF HALF MOON BAY

By

Albert J. Adreveno

Date

July 27, 1979

Albert J. Adreveno, Mayor

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
TEMPORARY CONSTRUCTION EASEMENTS

1
2
3
4
5 WHEREAS, the STATE OF CALIFORNIA, acting through the Department of
6 Parks and Recreation, hereinafter called "STATE", and the CITY OF HALF MOON
7 BAY, hereinafter called "GRANTEE", have heretofore entered into that certain
8 Agreement and Grant of Easement dated August 1, 1979 including (1) Addendum to
9 Agreement for Easement Between the California Department of Parks and
10 Recreation and the City of Half Moon Bay, approved by STATE on August 1, 1979,
11 and (2) City of Half Moon Bay Resolution No. 40-79; and
12

13 WHEREAS, City of Half Moon Bay under said Agreement and Grant of
14 Easement was granted permission to use that portion of Half Moon Bay State
15 Beach shown as a Corporation Yard, the Staging Area, and an 80-foot-wide
16 Temporary Outfall Construction Easement on the plan titled: "Half Moon Bay
17 Beach, Temporary Outfall Construction Easement and Plan (4-16), Map Drawing
18 No. 16977"; and
19

20 WHEREAS, said permission to use the above-mentioned portions of Half
21 Moon Bay State Beach is to terminate June 30, 1980; and
22

23 WHEREAS, City of Half Moon Bay now desires to continue the use of the
24 area as shown on said plan and STATE, with exclusion of a portion thereof, is
25 willing to consent thereto on the terms herein provided; and
26 --
27 --

1 WHEREAS, by reason of the foregoing, it is now the desire of the
2 parties hereto to amend said Agreement and Grant of Easement as respects said
3 temporary use.

4
5 NOW, THEREFORE, the parties hereto agree as follows:

6
7 1. GRANTEE is hereby granted permission to use, subject to the terms of
8 said prior agreement as modified by the terms set forth below, for the period
9 beginning on July 1, 1980 and ending on June 30, 1981, that portion of Half
10 Moon Bay State Beach shown as a portion of the Corporation Yard, the Staging
11 Area, and an 80-foot-wide Temporary Outfall Construction Easement outlined in
12 red on the revised plan titled: "Half Moon Bay State Beach, Temporary Outfall
13 Construction Easement Plan (4-16)", Map Drawing No. 16977 revised
14 September 30, 1980, (said plan) attached hereto as Exhibit "B".

15
16 2. GRANTEE shall have constructed, at no cost to STATE, a temporary six
17 (6)-foot high chain link galvanized iron fence with three (3)-strand barbed
18 wire outriggers located as delineated in green on said Drawing No. 16977.
19 Such fence shall be completed on or before November 15, 1980, time being of
20 the essence, and on failure of GRANTEE to do so, STATE may construct said
21 fence, the cost of which shall be paid by GRANTEE to STATE on written demand.

22
23 3. The Corporation Yard's entrance road, surfacing, and chain link fence
24 (existing on the date hereof) shall remain in place, but restored to a
25 condition satisfactory to the State Park Regional Director or his authorized
26 representative after completion of project or termination of this use,
27 whichever occurs first, and shall thereupon become the property of the STATE.

1 4. The right to terminate the temporary use area as to an area 75 feet
2 by 100 feet located within the Corporation Yard as shown on said Drawing
3 No. 16977, as reserved to STATE in paragraph 16 of said agreement dated
4 August 1, 1979, is hereby waived.

5
6 5. GRANTEE, in construction of said sewer outfall through this park,
7 shall be restricted to the work area limits, as delineated on said Exhibit B
8 attached and no work, materials, or vehicles of GRANTEE shall be permitted on
9 other areas of this park, notwithstanding paragraph 19 of said agreement dated
10 August 1, 1979.

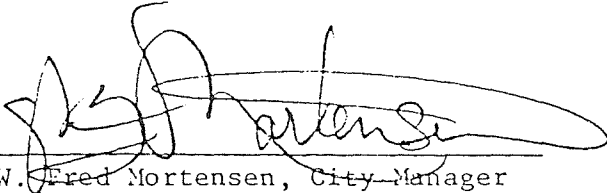
11
12 6. Upon completion of said work on said easement and on said temporary
13 use area (as defined by Exhibit B attached), GRANTEE, at no cost to STATE,
14 shall clean up and restore said easement and area (subject to paragraph 3
15 above) and replant vegetation and provide maintenance to insure regrowth, to
16 satisfaction of STATE, except as herein otherwise provided.

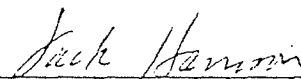
17
18 7. That except as herein amended, said Agreement and Grant of Easement
19 dated August 1, 1979 shall remain in full force and effect.

20
21 IN WITNESS WHEREOF, the parties hereto have entered into this amended
22 temporary use permit as of the 30th day of June 1980.

23
24 CITY OF HALF MOON BAY

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

25
26 
27 W. Fred Mortensen, City Manager



G-5323D

RESOLUTION NO. 102-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HALF MOON BAY AMENDING AND EXTENDING AGREEMENT
WITH STATE OF CALIFORNIA DEPARTMENT OF PARKS AND
RECREATION, AND AUTHORIZING EXECUTION OF SAME BY
CITY MANAGER (Half Moon Bay Beach)

WHEREAS the City Council of the City of Half Moon Bay has previously adopted Resolution No. 40-79 approving an Agreement and Grant of Easement between the City and the State of California Department of Parks and Recreation; and

WHEREAS State of California Department of Parks and Recreation has submitted a proposed amendment to the Agreement dated August 1, 1979, said amendment incorporating an extension of the Agreement along with certain other modifications thereto; and

WHEREAS the City Council has reviewed the proposed amendments and approves same as set forth in that certain document entitled "State of California Department of Parks and Recreation, Temporary Construction Easements";

THEREFORE, BE IT RESOLVED by the City Council of the City of Half Moon Bay that said amendment to Agreement, attached hereto and incorporated herein by reference, is hereby approved;

BE IT FURTHER RESOLVED that the City Manager be, and he is hereby authorized to execute said amendment on behalf of the City of Half Moon Bay.

* * * * *

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Half Moon Bay on November 6, 1980, by the following vote:

AYES and in favor thereof:

Councilmen Bishop, Mello, Mullin, Shaw; Mayor Bedesem

NOES:

None

ABSENT OR ABSTAIN:

None

Helen R. Bedesem
Helen R. Bedesem, Mayor

ATTEST:

Ralphena R. Cuest
Ralphena R. Cuest, City Clerk

I hereby certify that the foregoing is a true and correct copy of the original document on file in the office of the City Clerk of the City of Half Moon Bay.

Date: November 18, 1980

City Clerk: Ralphena R. Cuest