



Midpeninsula Regional
Open Space District

R-23-91
Meeting 23-19
July 26, 2023

AGENDA ITEM 5

AGENDA ITEM

Partnership Agreement with City of Half Moon Bay for the Planning of Johnson House Park

GENERAL MANAGER'S RECOMMENDATION *den*

Authorize the General Manager to enter into a Partnership Agreement with the City of Half Moon Bay and contribute funding for the planning, design, environmental review, and permitting phases to pursue public access improvements at Johnston House Park.

SUMMARY

Beginning in fiscal year 2024-25 (FY25), the City of Half Moon Bay (City) anticipates initiating a master planning effort for their Johnston House Park property (Johnston House or Park) (Attachment 1: Project Area Map) with the intent to plan, design, permit, (Planning Phase) and eventually construct improvements to the Park. The Midpeninsula Regional Open Space District (District) and City are interested in collocating parking and establishing a trailhead at the Johnston House site to serve both the Park and the future trail network that will be located at the Johnston Ranch Uplands area of Miramontes Ridge Open Space Preserve. Per the proposed Partnership Agreement (Agreement) (Attachment 2: Draft Partnership Agreement), the City would lead the Planning Phase with District technical support and review, and the District would reimburse the City for one-half (50%) of the consultant costs up to an amount not-to-exceed \$350,000. The Agreement describes the various roles, responsibilities, and expectations during the Planning Phase of the project and outlines a commitment to enter into a new agreement for the future Construction Phase, including development of an easement for District use, patrol, and maintenance of the proposed parking area and trailhead at the Park.

DISCUSSION

Background

In January 2019, the City adopted a Parks Master Plan for their entire park network that recommends the evaluation of potential improvements to the Johnston House during a master planning process specific to the Park. The improvements include new park facilities and an improved parking area. Following adoption of the Parks Master Plan, the District and City signed a partnership Letter of Intent (Attachment 3: Letter of Intent) in October 2019 to identify areas for collaboration and support at the City's Johnston House and the District's adjoining Johnston Ranch Uplands. The Letter of Intent expresses District support of the City's planned public use efforts for the Johnston House and an intention to collaborate and partner on trail planning, shared use, and funding of an expanded parking area and trailhead at the Park. In November

2021, the District Board of Directors (Board) authorized the purchase of the Johnston Ranch Uplands property and adopted a Preliminary Use and Management Plan for the property that includes direction to develop a partnership agreement with the City to memorialize the Letter of Intent.

Proposed Partnership Agreement

Proposed terms of the Partnership Agreement between the District and the City include the following:

- The City will be responsible for the planning, environmental review, design, and permitting activities for the parking area and trailhead on the Johnston House property.
- The City will comply with all applicable federal, state, and local codes, laws, and regulations, as well as the California Environmental Quality Act.
- The District will reimburse the City for one-half of the project costs for the Planning Phase in an amount not to exceed \$350,000. This amount reflects the City's total cost estimate of \$700,000 for the Planning Phase, which is based on costs of their recent Smith Field Park project.
- The District will provide the City with a proposed loop trail alignment on the Johnston Ranch Uplands that will connect to the proposed parking area and trailhead on the Johnston House property.
- The District and City will collaborate on the consultant selection process and review of documents prepared by the consultant(s).
- The District and City will explore, identify, and apply for grant opportunities as co-applicants with assistance of the District's Grants Program staff.
- The City will transfer an easement to the District for use, patrol, and maintenance of the proposed parking area and trailhead at the Johnston House once a location and preliminary design for the parking area and trailhead is identified during the Planning Phase.

After the Planning Phase is completed, the District and City intend to enter into a new agreement for the Construction Phase of the project that will detail the scope of the improvements and the contributions for the related construction costs. Under the proposed partnership agreement, the General Manager and General Counsel would be authorized to approve technical revisions to the attached Agreement that do not involve any material change to any term of the Agreement.

FISCAL IMPACT

Expenditures for the Johnston Ranch Loop Trail and Parking Area Project #31907 are anticipated to begin in FY25. Budget for the project will be refined and requested during the annual Budget and Action Plan process.

Once this effort results in a capital project, the expenses should be eligible for Measure AA reimbursement under Portfolio #01: *Miramontes Ridge: Gateway to the Coast Public Access, Stream Restoration and Agriculture Enhancement*, which includes the goals to “Develop trail loop system, including neighborhood access points. Develop staging area.”

PRIOR BOARD AND COMMITTEE REVIEW

This Project previously came before the full Board at the following public meeting:

- **November 10, 2021:** The Board approved the purchase of the Johnston Ranch Uplands and adopted a Preliminary Use and Management Plan that includes direction to develop an agreement with the City to memorialize the Letter of Intent, to collaborate and partner on future trail and parking uses and funding for an expanded parking area and trailhead on the Johnston House Park property, and trail planning on the Uplands south of Higgins Canyon Road. ([R-21-132](#), [meeting minutes](#))

PUBLIC NOTICE

Public notice was provided as required by the Brown Act.

CEQA COMPLIANCE

Consideration of this partnership agreement is not a project subject to the California Environmental Quality Act. Environmental review will be completed by the City as part of the Planning Phase.

NEXT STEPS

The City intends to take the Agreement to their City Council for approval in August 2023. Following approval by both the City and District, both agencies will continue to coordinate preparations to begin the Planning Phase in fiscal year 2024-25.

Attachments

1. Project Area Map
2. Draft Partnership Agreement
3. Letter of Intent

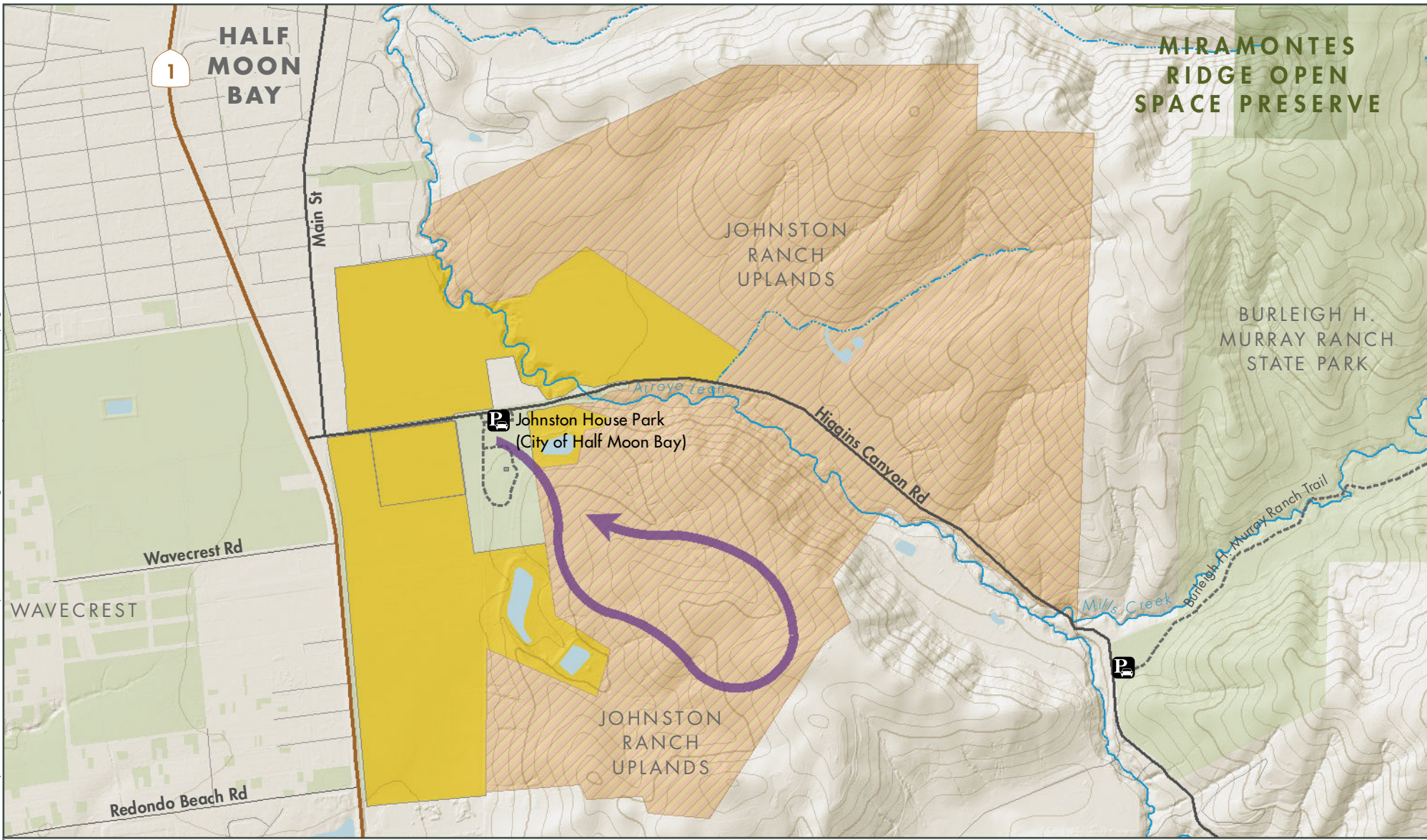
Responsible Department Head:
Michael Williams, Real Property Manager

Prepared by:
Aaron Peth, Real Property Planner III, Real Property

Contact person:
Aaron Peth, Real Property Planner III, Real Property




Graphics prepared by:
Anna Constanza, GIS Technician

Path: G:\Projects\Miramontes Ridge\Johnston_PartnershipAgreement_20230705.mxd
Created By: acostanza



Johnston House Partnership Agreement Project Area

-  Miramontes Ridge OSP
-  Other protected land
-  Johnston Ranch Uplands
-  Farmlands managed by POST

-  Parking lot
-  Existing trail or access road
-  Conceptual Johnston Uplands Loop Trail

ATTACHMENT 1

Midpeninsula Regional
Open Space District
(Midpen)
7/11/2023



While the District strives to use the best available digital data, these data do not represent a legal survey and are merely a graphic illustration of geographic features.

**DRAFT PARTNERSHIP AGREEMENT BETWEEN
THE CITY OF HALF MOON BAY AND
THE MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
FOR PLANNING, ENVIRONMENTAL REVIEW AND PERMITTING OF THE
JOHNSTON HOUSE PROPERTY AND RELATED TRAIL IMPROVEMENTS ON THE
ASSOCIATED JOHNSTON RANCH PROPERTY**

THIS AGREEMENT is entered into by and between the CITY OF HALF MOON BAY, a municipal corporation, ("CITY") and the MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a public DISTRICT under the laws of California, ("DISTRICT"), dated [REDACTED], 20[REDACTED].

RECITALS

WHEREAS, DISTRICT's coastside mission is to acquire and preserve in perpetuity open space land and agricultural land of regional significance, protect and restore the natural environment, preserve rural character, encourage viable agricultural use of land resources, and provide opportunities for ecologically sensitive public enjoyment and education; and

WHEREAS, DISTRICT'S Board of Directors approved the "*Miramontes Ridge: Gateway to the San Mateo Coast Public Access, Stream Restoration, and Agriculture Enhancement Projects*" as one of the Top 25 priority actions of the Open Space Vision Plan on January 29, 2014; and

WHEREAS, Measure AA is a General Obligation Bond approved by the voters in 2014 that provides funding to support the top 25 Vision Plan priority actions and includes Portfolio #01 *Miramontes Ridge: Gateway to the San Mateo Coast Public Access, Stream Restoration, and Agriculture Enhancement Projects* with dedicated funding for the development of a loop trail system and a parking area; and

WHEREAS, CITY owns and operates the existing Johnston House property; and

WHEREAS, CITY's Parks Master Plan (January, 2019) includes recommendations to complete a Master Plan for the Johnston House property (including a multi-use path between Property and South Main Street) and identifies the Johnston House property as an ideal location for a regional trailhead to service the DISTRICT's Miramontes Ridge Open Space Preserve and the nearby Purisima Creek Redwoods Open Space Preserve; and

WHEREAS, the CITY is planning to work with the community and stakeholder groups, including the Johnston House Foundation, Green Foothills, and Peninsula Open Space Trust on the planning of the Johnston House property; and

WHEREAS, the Johnston House property is owned by the City, but located within unincorporated San Mateo County "County" and therefore subject to permitting by the County; and

WHEREAS, California Public Resources Code section 5546 empowers DISTRICT'S Board of Directors to contribute money to a municipality for the purpose of assisting in the acquisition of lands or for improving the lands, when the acquisition or improvement is located and planned as to be of benefit to the District; and

WHEREAS, CITY and DISTRICT desire to further their common goal of providing public trails that increase access to open space and enhance the recreational opportunities of their constituents; and

WHEREAS, CITY and DISTRICT signed a partnership letter of intent (LOI) on September 26, 2019, which established DISTRICT support for CITY's future public use site planning efforts for the Johnston House property and DISTRICT and CITY's intention to collaborate and partner on trail planning, shared use, and funding of an expanded parking area and trailhead on the Johnston House Park property, and trail planning on the Uplands property south of Higgins Canyon Road; and

WHEREAS, the LOI establishes DISTRICT will contribute funding to the parking area and trailhead in exchange for the CITY granting non-exclusive rights for public use of the parking area and trailhead to the DISTRICT, and CITY and DISTRICT also intend to collaborate on informational displays and signage describing their partnership, the protected open space and agricultural lands, and sources of funding; and

WHEREAS, DISTRICT has managed the 644-acre Johnston Ranch Uplands property adjacent to the Johnston House property under a Lease and Management Agreement with the property owner, Peninsula Open Space Trust (POST), since 2021, and DISTRICT will purchase the Johnston Ranch Uplands property from POST in 2023 with the intention of preserving the Uplands and providing a loop trail from the Johnston House property; and

WHEREAS, CITY now plans to master plan, conduct environmental review, design, and obtain a County Planning Permit(s) for proposed improvements to the Johnston House property, including use of the site as a parking area and trailhead for trails on the DISTRICT's property (Project); and

WHEREAS, DISTRICT and CITY agree to collaboratively explore, identify, and apply for Project grant opportunities as co-applicants utilizing primarily DISTRICT Grants Program staff;

NOW, therefore, in consideration of the mutual promises, covenants and obligations contained herein, CITY and DISTRICT agree:

1. **Project Site.** CITY owns the real property in unincorporated San Mateo County (Assessor's Parcel Numbers 065-210-110 and 065-210-120) in fee title and DISTRICT is securing the Johnston Ranch Uplands property (Assessor's Parcel Numbers XXX-XXX-XXX) as shown on Exhibit A, attached hereto and incorporated herein ("Project Site").

2. **Project Description.** For purposes of this Agreement, the “Project” is the CITY’s project for a proposed trailhead and parking area on the CITY’s Johnston House property and a proposed loop trail on the DISTRICT’s Johnston Ranch Uplands property. This Agreement addresses only the CITY and DISTRICT’s cooperation on the planning, design, environmental review and permitting phases (collectively “Planning Phase”) of the Project; the Parties intend to execute a future agreement addressing the construction phase of the Project.
3. **Term.** The term of this Agreement shall commence upon execution hereof by the last signature of the duly authorized representative of the CITY or the DISTRICT and shall expire upon the earliest of: (a) completion of Planning Phase of the Project; or (b) termination by either Party in accordance with this Agreement.

CITY and DISTRICT may amend this Agreement in writing as necessary to accommodate evolving conditions to effectuate the purpose of the Agreement. The Parties agree to timely meet, and to negotiate in good faith toward an extension of this Agreement, if appropriate. The DISTRICT’s General Manager and the CITY’s City Manager are authorized to amend this agreement in writing to allow for delays or changes in the project schedule.

4. **Project Execution.** CITY agrees to lead the Planning Phase of the Project and the District will support the City as outlined below.
 - a. DISTRICT will provide a proposed loop trail alignment on the DISTRICT’s Johnston Ranch Uplands to connect to the proposed trailhead and parking area on the Johnston House property and to be included in the Project.
 - b. DISTRICT will provide City with reports and documents related to the trail loop completed to date.
 - c. CITY will be responsible for the planning, environmental review, design, and permitting activities for the parking area and trailhead on the Johnston House Property, which is estimated to cost \$700,000.
 - d. DISTRICT will reimburse CITY for one-half of the Project costs for the Planning Phase of the Project in an amount not to exceed \$350,000 for Eligible Expenses (as defined below).
 - e. CITY shall endeavor, as part of the FY 2024-25 Capital Improvement Program to allocate funds necessary to accomplish the Project. CITY shall obtain DISTRICT’S prior approval for any proposed material changes to the scope of the Project.
 - f. CITY and District agree to meet and confer should the total cost of the Planning Phase of the Project exceed 10-percent of the initial estimate of \$700,000.
 - g. CITY must comply with all applicable federal, state, and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, financial requirements, legal requirements for construction contracts, building codes, and health and safety codes. CITY is the lead agency for purposes of complying with the California Environmental Quality Act (CEQA). For purposes of CEQA review, neither the DISTRICT nor the CITY has committed to a definite course of action by executing this Agreement and neither is limited in any way in exercising any discretion with respect to the Project, including but not limited

- to (i) considering other feasible alternatives and mitigation measures to avoid or minimize Project impacts, or (ii) determining not to proceed with one or more component of the Project.
- h. DISTRICT staff will provide technical support for the Project, including review of the master plan, design, and permit documentation prepared by CITY.
 - i. DISTRICT and CITY will explore, identify, and apply for Project grant opportunities as co-applicants utilizing primarily DISTRICT Grants Program staff.
 - j. Prior to the completion of the Planning Phase of the Project, DISTRICT and CITY will develop and execute an agreement for the construction phase of the Project. CITY will grant an easement to DISTRICT for its use, patrol, and maintenance of the proposed parking area and trailhead on the Johnston House property.
5. **District Review and Collaboration.** CITY and DISTRICT will jointly develop a scope of work for consulting services to be retained by City to assist with the Planning Phase. CITY will prepare and distribute a Request for Proposals, which may be reviewed by DISTRICT. CITY and DISTRICT will jointly review the proposals and DISTRICT will be invited to participate in any interviews. Once CITY's consultant commences work, CITY and DISTRICT will develop a protocol for tracking project status and coordinating their respective reviews of draft material. CITY agrees to provide planning project deliverables, including draft Project master plan, design, and permit documents for DISTRICT review and DISTRICT will provide comments and technical support. As Lead Agency under CEQA, CITY will provide courtesy copies of Project environmental review documents prepared by CITY, and DISTRICT, as CEQA Responsible Agency, agrees to promptly review environmental documents in accordance with CEQA.
 6. **Scheduled Meetings.** CITY agrees to meet with DISTRICT staff on at regularly scheduled intervals, on a minimum quarterly basis, to discuss project progress. Scheduled meeting frequency may be increased, if requested by either Party.
 7. **Reporting.** CITY will provide DISTRICT with quarterly reports at least five (5) working days in advance of each scheduled meeting describing progress on milestones/deliverables, planned work and budget in the next reporting segment. More frequent reporting may be required should meeting frequency increase. The Parties may elect to conduct unscheduled meetings between the scheduled meetings, but CITY reports will not be required unless the Parties agree.
 8. **Eligible expenses.** DISTRICT will reimburse CITY for Eligible Expenses for Planning Phase work in accordance with this Agreement, which shall not exceed \$350,000. "Eligible Expenses" means the actual, direct costs and expenses for CITY to perform the tasks and activities that it is responsible for under this Agreement provided such costs and expenses are directly related to and reasonably necessary to complete the Planning Phase of the Project. Eligible Expenses includes the cost of consultants retained by CITY to assist in performing master plan, environmental review, design, and permitting activities. CITY shall submit invoices with CITY project manager signature to DISTRICT within sixty (60) days of payment of incurred costs or expenses eligible for reimbursement. Upon approval of CITY

submitted invoices, DISTRICT shall reimburse CITY within 60 days. Reimbursement requests should include the following:

- a. CITY's invoice, including any supporting documents such as receipts or consultant invoices for Eligible Expenses;
- b. Cover letter with a description of the Project activity during the reimbursement period; and
- c. Spreadsheet with Eligible Expenses shown against the budget, including the remaining reimbursement amount.

9. **Insurance.** At all times during the term of this Agreement, CITY shall carry general liability insurance, or a policy of self-insurance, including owned, non-owned and hired auto; property damage; and death and bodily injury, covering its risks arising out of the performance of any acts pursuant to this Agreement or relating to its operation of the Project. DISTRICT shall be named as additional insured on the policy. Said policy shall be in an amount not less than Two Million Dollars (\$2,000,000) for bodily injury and property damage liability in aggregate per occurrence combined single limit and One Million Dollars (\$1,000,000) combined single limit for auto liability. CITY shall furnish DISTRICT with a Certificate of Insurance evidencing such insurance coverage. At all times during the term of this Agreement DISTRICT shall carry general liability insurance, or a policy of self-insurance, including owned, non-owned and hired auto; property damage; and death and bodily injury, covering its risks arising out of the performance of any acts pursuant to this Agreement or relating to its operation of the Project. CITY shall be named as additional insured on the policy. Said policy shall be in an amount not less than Two Million Dollars (\$2,000,000) for bodily injury and property damage liability in aggregate per occurrence combined single limit and One Million Dollars (\$1,000,000) combined single limit for auto liability. DISTRICT shall furnish CITY with a Certificate of Insurance evidencing such insurance coverage.

10. **Indemnification.** In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, DISTRICT and CITY agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Party under this Agreement. The rights, duties, and obligations of the Parties as set forth above in this section survive termination, expiration, and suspension of this Agreement.

11. **Termination, Failure to Perform, and Dispute Resolution.**

- a. CITY may unilaterally terminate this Agreement at any time prior to DISTRICT reimbursement of funds, by providing 30 days written notice to DISTRICT.
- b. DISTRICT may unilaterally terminate this Agreement at any time with 30 days written notice to CITY, provided that the DISTRICT reimburses Eligible Costs incurred on the Project up to the date of CITY's receipt of DISTRICT's notice of termination.
- c. Failure by CITY to comply with the terms of this Agreement may be cause for suspension or termination of funding by the DISTRICT at DISTRICT's sole discretion.
- d. If CITY fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, CITY shall be liable for immediate repayment to DISTRICT of all amounts disbursed by DISTRICT under this agreement. DISTRICT may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not limit any other remedies that DISTRICT may have for breach of this agreement.
- e. In the event there is a breach of this Agreement by CITY or DISTRICT, the parties shall meet and confer to attempt to resolve the matter. If the parties remain unable to resolve the matter, DISTRICT or CITY may terminate this Agreement upon thirty days' advance written notice.

12. **Applicable Laws.** This Agreement shall be construed and enforced pursuant to the laws of the State of California.

13. **Notices:**

Any notice required to be given to DISTRICT shall be deemed to be duly and properly given if mailed, postage prepaid with a receipt and signature from the receiving party, and addressed to:

Midpeninsula Regional Open Space District
Planning Manager
cc: General Manager
5050 El Camino Real
Los Altos, CA 94022
(650) 691-1200

or personally delivered to DISTRICT at such address or at such other address as DISTRICT may designate in writing to CITY.

Any notice required to be given to CITY shall be deemed to be duly and properly given if mailed, postage prepaid with a receipt and signature from the receiving party, and addressed to:

City of Half Moon Bay
City Manager
501 Main Street

Half Moon Bay, CA 94019
(650) 726-8910

or personally delivered to CITY at such address or such other address as CITY may designate in writing to DISTRICT, with a receipt and signature from the receiving party.

- 14. **Waiver:** The failure of any party to insist upon a strict performance of any of the terms, conditions and covenants contained herein shall not be deemed a waiver of any rights or remedies that CITY or DISTRICT may have and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions and covenants contained herein.
- 15. **Severability:** If any one or more of the covenants or agreements or portions thereof provided in this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such covenant or covenants, such agreement or agreements or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.
- 16. **Captions:** The captions in the articles of this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.
- 17. **Counterparts.** This agreement may be executed in duplicate counterparts, each of which will be deemed an original.
- 18. **Authority.** Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

IN WITNESS WHEREOF, CITY and DISTRICT execute this Agreement.

For the CITY OF HALF MOON BAY

By: _____ Date: _____
City Manager

Attest: _____ Approved as to form for CITY: _____
City Clerk City Attorney

For the MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

By: _____ Date: _____
General Manager

Attest: _____
District Clerk

Approved as to form for DISTRICT: _____

General Counsel

950230.3



Midpeninsula Regional
OpenSpace

Midpeninsula Regional Open Space District

GENERAL MANAGER
Ana M. Ruiz

BOARD OF DIRECTORS
Pete Siemens
Yoriko Kishimoto
Jed Cyr
Curt Riffle
Karen Holman
Larry Hassett
Zoe Kersteen-Tucker

September 26, 2019

Bob Nisbet, City Manager
City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019

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

Ana M. Ruiz, General Manager
Midpeninsula Regional Open Space
District
330 Distel Circle
Los Altos, CA 94022

Re: Partnership Letter of Intent involving the City's Johnston House Park property and POST's Johnston Ranch property

This nonbinding letter of intent memorializes the agreement among Midpeninsula Regional Open Space District (District), City of Half Moon Bay (City) and Peninsula Open Space Trust (POST) to collaborate and partner on future public trail access relating to the City's Johnston House Park property and the surrounding Johnston Ranch property as detailed below:

POST and District Transaction:

1. POST and District are co-applicants in an application to the Planning Division of the County of San Mateo to reconfigure the 868-acre POST Johnston Ranch property into a 644-acre Uplands property and a 224-acre farm property.
2. District intends to purchase the 644-acre Uplands property from POST for open space, support of agriculture, Arroyo Leon Creek protection and future public access, subject to approval by the District's Board of Directors.
3. POST intends to retain the 224-acre farm property for future sale to a farmer. Farmer ownership of the farm property will require an affirmative agricultural conservation easement.

Collaboration on Local and Regional Trail Planning:

1. POST and District support the City's future public use site planning efforts for Johnston House Park property, consistent with protections of the existing agricultural operation on the adjacent farm and open space property.
2. The District and City intend to collaborate and partner on trail planning, shared use, and funding of an expanded parking area and trailhead on the Johnston House Park property, and trail planning on the Uplands property south of Higgins Canyon Road. In exchange for the District's funding contribution to the parking area and trailhead, the City will grant non-exclusive rights for public use of the parking area and trailhead to the District. The City and District also intend to collaborate with POST on informational displays and signage describing their partnership, the protected open space and agricultural lands, and sources of funding.
3. Upon transfer of the Uplands property to the District, the District intends to provide a patrol presence at the Johnston House Park property parking and trail improvements, in coordination with City, subject to approval by the District's Board of Directors.

4. The District and POST support the City's General Plan/LCLUP Update Guiding Principle 4: Promote pedestrian, bicycle, and transit mobility, increase connectivity between the city's neighborhoods, enhance coastal and open space access.
5. The City intends to support POST and the District's community and regional trail efforts, including future connections to Burleigh Murray Ranch State Park, Miramontes Ridge Open Space Preserve, the California Coastal Trail, the Bay Area Ridge Trail, the Bay to Sea Trail concept, and San Mateo County's 2001 Draft Trail Master Plan.
6. The City and District intend to memorialize the collaboration and partnership with memorandum of agreement (MOA) when the District acquires the Uplands property or within 2 years of this letter of intent, whichever occurs first.

City, POST and District Easement Exchange (see attached map):

1. To provide future public access and a waterline from the junction of Highway 1, Main Street and Higgins Canyon Road to the Johnston House Park property, POST intends to grant to the City a 30-foot wide pedestrian/bike trail and waterline license near or along the south side of Higgins Canyon Road right-of-way appurtenant to the City's Johnston House Park property. POST's surveyor will prepare a legal description and plat map of the license area.
2. In exchange, the City intends to grant the District and POST a road access license across the two existing roads from Higgins Canyon Road through the Johnston House Park property to access the adjacent farmed fields and to the southerly portion of the Johnston Ranch Uplands property. POST's surveyor will prepare legal descriptions and plat map of the access license areas.
3. After POST's transfer of the Uplands portion of Johnston Ranch to the District, the District will use the farm/Uplands access license through Johnston House Park for patrol and management access of the Uplands property and the farmer will continue to use it for access to the farm fields and reservoirs south of Higgins Canyon Road. Maintenance of the lower farm access road will be the sole responsibility of POST (or the farmer). Maintenance of the upper farm/Uplands access road will be shared based upon proportionate use basis between the District, the City, and POST.
4. Upon further development of the Johnston House Park property by the City, the City may require the road access license to be relocated to accommodate such development. Future road configurations may merge or be relocated, dependent upon the final site plan for the Johnston House Park, and final agreements between all affected parties.
5. The City's acceptance of a trail license and grant of a farm/Uplands access license is subject to approval by its City Council.
6. POST's grant of a trail/waterline license and acceptance of the farm/Uplands access license is subject to approval by its Board of Directors.
7. The access road and trail/waterline licenses will convert to easements after two years of successful operation of the access road or just before POST transfers the farm property to the farmer, whichever occurs first.

Support of Local Agriculture:

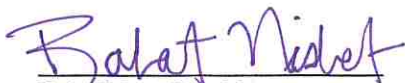
1. POST, City and District support the continuation of agriculture on the farm property and conservation grazing on the Uplands property.
2. The District and City will consult with POST (or current farm owner) and the farmer on the public trail plans on Higgins Canyon Road to avoid and deter visitors from making unauthorized entry onto farm fields, and to identify other issues that may impact agricultural uses.
3. The District will consult with POST (or current farm owner) and the farmer and rancher on future trail and natural resource planning on the Uplands property north of Higgins Canyon Road.

Public and Community Outreach: The parties agree to communicate, coordinate in scheduling, share information, and provide notice on any public meetings or community outreach efforts relating to this partnership on future public trail access relating to the City's Johnston House Park property and the Johnston Ranch property.

The parties agree that this collaboration and partnership is not intended to be legally binding and this letter of intent should not be construed as such.

The Undersigned organization representatives share the intention to support the partnership project as outlined in this letter of intent.

CITY OF HALF MOON BAY


Bob Nisbet, City Manager

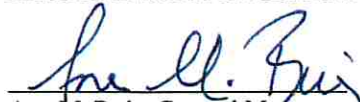
Date: 10/1/19

PENINSULA OPEN SPACE TRUST


Walter T. Moore, President

Date: 9/27/19

MIDPENINSULA REGIONAL OPEN DISTRICT


Ana M. Ruiz, General Manager

Date: 9-26-19



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<h3>Johnston Ranch Access Easements</h3>	Midpeninsula Regional Open Space District (Midpen) 7/26/2019		
<ul style="list-style-type: none"> — 10' Water Line Easements — 30' Trail Easements (Pedestrian/Bicycle) — Existing Improved Access Road — 30' Wide Farm Road License — Future Relocation of Farm, Patrol, & Maintenance Easement — Patrol & Maintenance Access Easement 	Feet 0 100 200 400		

While the District strives to use the best available digital data, these data do not represent a legal survey and are merely a graphic illustration of geographic features.