

Project: Cachuma Marina Concession  
APN: 145-160-072  
Folio No.: 003629  
Agent: DG

## CONCESSION AGREEMENT

**THIS CONCESSION AGREEMENT** (hereinafter "Agreement") is made by and between the

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY,"

and

PYRAMID ENTERPRISES, INC., a California Corporation, hereinafter referred to as "CONCESSIONER,"

with reference to the following:

**WHEREAS**, in furtherance of the Cachuma Lake Project, in the County of Santa Barbara, State of California, the United States Department of Interior, Bureau of Reclamation acquired certain lands; and

**WHEREAS**, by an "Agreement to Administer the Reclamation Area", Contract No. 14-60-200-600, dated January 12, 1953, (hereinafter "Master Lease"); the United States leased those certain lands to COUNTY and COUNTY agreed to operate and manage the Cachuma Lake Recreational Area (hereinafter "Park") on said lands, located at 2225 Highway 154, Santa Barbara, California, 93105, as shown on Exhibit "A", attached hereto and incorporated herein by this reference; and

**WHEREAS**, COUNTY, by agreement with the United States Department of Interior, is holding over under the terms and conditions of that Master Lease, which expired in 2003, while a new Master Lease is being negotiated between COUNTY and the United States Department of Interior, Bureau of Reclamation; and

**WHEREAS**, COUNTY, through various concession agreements, has traditionally provided, among other conveniences, a floating boat dock, boat rental services, and a bait and tackle shop for the enjoyment and convenience of visitors to the Park; and

**WHEREAS**, the most recent concession agreement providing for those services at the Park has been terminated, and COUNTY has acquired title to the boats, outboard motors, and

related equipment from the previous concessioner so that those services may be provided by a new concessioner on an interim basis until such time as the Master Lease is renegotiated; and

**WHEREAS,** COUNTY wishes to grant CONCESSIONER the right to operate and maintain a concession in the Park on a month-to-month basis, for the purpose of continuing to provide those services to visitors to the Park while the Master Lease is being negotiated.

**NOW, THEREFORE,** in consideration of the promises, covenants, and conditions contained herein, the parties agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for the COUNTY through the Director of COUNTY'S Parks Department (hereinafter "Director"). The Director shall have authority to issue or deny any approvals required by this Agreement, and to amend this Agreement on behalf of COUNTY so long as such amendments do not materially alter the purpose of this Agreement, as such is described in Section 3, **PURPOSE AND USE,** hereof. CONCESSIONER understands and agrees that all approvals required by COUNTY shall be at the sole discretion of the Director.

2. **RIGHTS GRANTED:** COUNTY hereby leases to CONCESSIONER and CONCESSIONER hereby takes from COUNTY the Premises, as shown on Exhibit "B", attached hereto and incorporated herein by this reference, as well as the boats, outboard motors, and related equipment described in Exhibit "C", also attached hereto and incorporated herein by this reference. CONCESSIONER shall have the obligation and the exclusive right to engage in all of the following activities:

a) The rental of boats, outboard motors, and related equipment, as described in Exhibit C hereof, and use of the associated Storage Garage/Mechanic Shop identified in Exhibit B hereof.

b) The rental of mooring slips in that portion of the Cachuma Lake Marina identified on Exhibit B.

c) The sale of fishing tackle, bait, fishing licenses, boating, and other related supplies and conveniences, including fuel and oil for boating purposes.

d) The obligation to store and provide fuel to COUNTY, at CONCESSIONER'S cost, for COUNTY'S Park operations.

e) The right to locate one Recreational Vehicle in the Park, at a location to be approved by the Director, to be used as a residence by CONCESSIONER.

CONCESSIONER shall be solely responsible for reimbursing customers for any reservations or deposits if boats or slips are not available on the same date as the corresponding reservation. CONCESSIONER shall abide by the Lake Patrol High Wind Condition Guidelines, attached hereto as Exhibit "D", and incorporated herein by reference.

Any products sold on the Premises shall comply in all respects with all applicable County, State and Federal laws, ordinances and regulations. CONCESSIONER agrees to make all facilities, as well as all products and services provided at the Premises available to the public without discrimination and at reasonable rates.



CONCESSIONER shall maintain a separate fuel nozzle at the Gas Pump shown on Exhibit B for use by COUNTY. That nozzle shall be independently metered so that COUNTY'S use of fuel from the Gas Pump is accurately monitored. COUNTY shall reimburse CONCESSIONER, on a monthly basis, for CONCESSIONER'S cost of all fuel pumped by COUNTY from the COUNTY nozzle.

In regard to maintenance and operation of the Gas Storage Tank and Gas Pump identified on Exhibit B, CONCESSIONER shall comply, in all respects, with the provisions of California Health and Safety Code Section 25270, et seq., also known as the Aboveground Petroleum Storage Act (APCA), and shall prepare a spill prevention control and countermeasure plan in accordance with the APCA and with Part 112 (commencing with Section 112.1) of Subchapter D of Chapter I of Title 40 of the Code of Federal Regulations.

In the event CONCESSIONER fails to provide those services described in subsection 2.a, b, or c of this Section, COUNTY shall have the right to provide such services, or contract with a third party to provide such services for the benefit of the Park guests and patrons.

CONCESSIONER has examined the Premises, as well as the boats, outboard motors, and related equipment described in Exhibit C, and has determined such to be suitable for the needs and operations of CONCESSIONER. CONCESSIONER hereby accepts the Premises and the items listed in Exhibit C in their current condition, and acknowledges that COUNTY makes no warranties or representations regarding their condition, other than as set forth in Exhibit C. Prior to the Commencement Date, COUNTY and CONCESSIONER shall inspect the items listed in Exhibit C and provide an inventory of the condition of each such item.

3. **PURPOSE AND USE:** CONCESSIONER shall have the right to use the Premises to operate, manage, maintain, and improve the Premises for the purpose of providing Park guests with the opportunity to rent boats, outboard motors, and related watercraft equipment, and the opportunity to purchase fuel, bait and tackle, and other related items. CONCESSIONER shall not use the Premises for any other purpose without the express written consent of COUNTY. CONCESSIONER shall not install or construct any improvements on the Premises until such has been approved by COUNTY in accordance with Section 9, **IMPROVEMENTS/ALTERATIONS**, hereof.

CONCESSIONER shall use its best efforts to maximize income at the Premises and shall be open for business on a daily basis beginning when the lake opens in the morning until it is closed each night. Notwithstanding, the proposed hours of operation may be amended from time to time by CONCESSIONER and the Director of Parks. CONCESSIONER may close on Christmas Day.

4. **TERM:** The term of this Agreement shall commence upon final execution of this Agreement and CONCESSIONER'S submittal of the deposits described in Section 6 hereof (hereinafter "Commencement Date"), and shall continue on a month-to-month basis until a new Master Lease is executed between COUNTY and the United States Department of Interior, Bureau of Reclamation, and a new CONCESSIONER has been selected; unless otherwise terminated pursuant to the provisions hereof.

5. **ACCESS TO THE PREMISES:** CONCESSIONER shall only access the Premises using the existing roads and parking lot in the Park. COUNTY shall not be responsible for maintaining access to the Premises and shall not be liable to CONCESSIONER for lack of such access, however, in the event that the Premises becomes inaccessible as a result of natural causes,



COUNTY shall, to the extent reasonably necessary, cooperate with CONCESSIONER in restoring access in a timely fashion.

6. **RENT/CONCESSION FEES/SECURITY DEPOSIT:** In consideration of the rights granted herein, CONCESSIONER shall pay to COUNTY a monthly fee (hereinafter "Rent") based on a percentage of CONCESSIONER'S monthly income from the rights granted herein, or a monthly base rent, whichever is greater, according to the formula set forth in this Section. Concurrently with the payment of Rent, CONCESSIONER shall submit to COUNTY, a written report of all gross income derived from CONCESSIONER'S operations at the Premises. Rent shall begin to accrue on the Commencement Date, and shall be due and payable for each month of the term. All rent due to COUNTY shall be paid on a monthly basis, on or before the tenth (10<sup>th</sup>) day of the following month, and shall be delivered to COUNTY at the address stated herein in Section 33, **NOTICES.**

**PERCENTAGE RENT:** CONCESSIONER shall pay to COUNTY a percentage of the gross income on all sales, income or receipts arising from CONCESSIONER'S operations at the Premises. Gross income shall not include any amount collected for State or Federal taxes, nor any amount collected from the sale of fishing licenses. CONCESSIONER shall pay to COUNTY TEN percent (10%) of the gross income in any calendar month received from all of CONCESSIONER'S operations on the Premises. CONCESSIONER shall provide a financial report that includes gross receipts and a calculation of the percentage rent.

**MONTHLY BASE RENT:** In the event CONCESSIONER'S percentage rent, as defined herein, is less than THREE THOUSAND DOLLARS (\$3,000.00) for any given calendar month during the Term, CONCESSIONER shall pay to COUNTY, in lieu of any percentage rent, a base monthly rent of THREE THOUSAND DOLLARS (\$3,000.00).

**SECURITY DEPOSITS:** As security toward the boats and equipment described in Exhibit C, CONCESSIONER shall deposit with COUNTY the sum of TEN THOUSAND DOLLARS (\$10,000.00) within ten days of execution of this Agreement. The deposit will be held by COUNTY in a separate designation so that the deposit will not be co-mingled with other COUNTY assets. The purpose of the deposit is to ensure that the boats and equipment described in Exhibit C are maintained according to the requirements of this Agreement, and that the boats and equipment are returned to COUNTY in the same condition as existed at the time of execution of this Agreement, subject to ordinary wear and tear.

Upon termination of this Agreement, CONCESSIONER shall return all boats and equipment to COUNTY. Upon CONCESSIONER'S return of all items listed in Exhibit C, the condition of those items shall be documented by CONCESSIONER and COUNTY. The ten thousand dollar deposit toward boats and equipment shall be retained by COUNTY throughout the term of this Agreement, and may only be used to repair or replace those items in Exhibit C so as to return those items to the same condition as existed at the time of execution of this Agreement, subject to ordinary wear and tear.

In addition to the security deposit toward boats and equipment, CONCESSIONER shall deposit with COUNTY the sum of THREE THOUSAND DOLLARS (\$3,000.00) within ten days of execution of this Agreement to secure CONCESSIONER'S last month's rent. COUNTY shall retain the three thousand dollars toward last month's rent throughout the term of this Agreement. Upon either party giving thirty days notice of termination of this Agreement, CONCESSIONER may apply the three thousand dollar deposit to the last month's Rent. In the event CONCESSIONER owes more than three thousand dollars for the last month of the Term,



CONCESSIONER shall pay the difference according to this section. In the event the entire three thousand dollar deposit is not required for the last month's rent, COUNTY shall return any unused portion to CONCESSIONER.

**FISH STOCKING DEPOSIT:** In addition to the rent, fees and security deposits required herein, CONCESSIONER hereby agrees to contribute SIX THOUSAND DOLLARS (\$6,000.00) toward stocking Cachuma Lake with fish. CONCESSIONER shall deposit with COUNTY the sum of SIX THOUSAND DOLLARS (\$6,000.00) within ten days of execution of this Agreement that may only be used toward stocking Cachuma Lake with fish. All fish stocking contributions or activities shall be coordinated through the Director. The parties hereto will use their best efforts to use the fish stocking deposit by June 30, 2010.

7. **ACCOUNTING:** CONCESSIONER shall keep and maintain good and sufficient books and records of any and all business conducted under the terms of this Agreement. Such books and records shall be available for inspection by officers, employees and agents of the COUNTY at all reasonable times.

CONCESSIONER shall scrupulously endeavor to keep all receipts and accounts for the business conducted under the terms of this Agreement separate and apart from any other business enterprise. All business income deriving from the operation of this concession shall be attributed to the gross income under this Agreement. Accounts for revenues from business enterprises owned by CONCESSIONER at other locations than the Premises described herein shall be segregated from those of the Premises to allow accurate audit of income source, including provision of separate banking accounts.

**PERCENTAGE RENT:** For the purpose of ascertaining the amount payable as percentage rent, CONCESSIONER agrees to prepare accurate records showing inventories and receipts of merchandise at the Premises, and to show daily receipts from all sales and other transactions conducted from the Premises by CONCESSIONER or any third party conducting business from the Premises. CONCESSIONER shall record at the time of the sale and in the presence of the customer, all receipts from sales or other transactions for cash in a cash register that continuously records a cumulative total.

In addition to the monthly report required in Section 6 hereof, CONCESSIONER shall submit, within ninety (90) days of the end of the fiscal year for each and every year of the term, including any extension thereof, an annual financial report that includes gross receipts and an accounting of all transactions, prepared by CONCESSIONER'S regularly employed accountant or bookkeeper, and certified to be correct by an officer of CONCESSIONER.

COUNTY shall have the right, within twelve months after receipt of the annual financial report, to inspect all of the books of account and supporting data relating to gross receipts. CONCESSIONER, on fourteen days written notice, shall make all such matters available to COUNTY during regular business hours. In the event that any such inspection discloses that CONCESSIONER has not paid COUNTY the proper amount of Percentage Rent, CONCESSIONER shall promptly pay the additional rent due, together with interest computed from the date such Percentage Rent became due at the rate of TEN PERCENT (10%) per annum, or may conduct an independent audit of CONCESSIONER'S entire business affairs and records relating to CONCESSIONER'S operations at the Premises, certified by a certified public accountant or licensed public accountant. In the event of such an audit, should the gross receipts shown by CONCESSIONER for the period covered by such audit be found to be understated by more than



FIVE PERCENT (5%), CONCESSIONER shall pay to COUNTY any costs incurred by COUNTY as a result of such audit and/or inspection.

8. **MAINTENANCE:** CONCESSIONER agrees to keep the Premises, including all buildings, improvements and landscaping, in good maintenance and repair, at CONCESSIONER'S sole cost and expense. The Premises shall be maintained in a sanitary, orderly, attractive and safe condition. CONCESSIONER shall coordinate all door and gate locks or combination codes with the Director, and keep the garbage area clean and all garbage containers closed to prevent birds and other animals from gaining access to the garbage.

The parties agree that this Agreement is intended to be at no cost to COUNTY and that COUNTY shall have no obligation to maintain the Premises nor any improvements or landscaping thereon. Notwithstanding, COUNTY reserves the right to enter the Premises at any time for emergency purposes or any other purpose related to the Property.

**MOORING SLIPS, DOCKS, GAS STORAGE TANK, GAS PUMP AND MARINA:** The mooring slips, docks, gas storage tank, gas pump, and marina identified on Exhibit B shall be maintained in a safe, clean and orderly manner according to industry standards. CONCESSIONER shall comply with a maintenance checklist agreed to by CONCESSIONER and the Director, which shall be kept on file in the office of the Director, and shall immediately report any dangerous conditions to COUNTY. In addition, CONCESSIONER shall comply, in all respects, with the requirements of the APSA and Section 112 of Subchapter D of Chapter I of Title 40 of the Code of Federal Regulations, as set forth in Section 2 hereof.

**BOATS, OUTBOARD MOTORS AND RELATED EQUIPMENT:** The boats, outboard motors and related equipment shall be maintained according to any applicable operating guides for such equipment and according to industry standards. CONCESSIONER agrees that the safety of guests and visitors to the Park, as well as the safety of CONCESSIONER, CONCESSIONER'S staff, and Park staff and employees is of utmost importance. In no event shall CONCESSIONER use any boat or equipment that has not been inspected for safety, or use the Premises in any way that may pose an unreasonable risk of danger to guests, visitors, staff or employees.

9. **IMPROVEMENTS/ALTERATIONS:** CONCESSIONER agrees that any improvements, alterations, equipment or utilities constructed or placed on the Premises, either permanent or temporary in nature, or any alterations or additions made to the Property shall be subject to prior written approval by COUNTY. In addition, if COUNTY approves any new proposed improvement plans, such approval shall be deemed conditioned upon CONCESSIONER acquiring permits or clearances from the appropriate governmental agencies, and the submission of such to COUNTY prior to commencement of work. CONCESSIONER shall comply with all conditions of said permits or clearances in a prompt and expeditious manner. Any and all permits or clearances required shall be granted only on the merits of the application thereof, and nothing in this Agreement shall be construed to require COUNTY, or any other governmental agency, to grant such permits or clearances.

CONCESSIONER shall pay when due all claims for labor or materials furnished or alleged to have been furnished to CONCESSIONER for use on the Property, which claims are or may be secured by any liens on the Premises or any interest therein. CONCESSIONER shall give COUNTY no less than ten days written notice prior to the commencement of any work on the Premises, and COUNTY shall have the right to post Notices of Non-responsibility in or on the



property as provided by law. If CONCESSIONER contests in good faith the validity of any such lien, claim or demand, CONCESSIONER shall, at its sole cost and expense, defend itself and COUNTY against the same, and shall pay and satisfy any such adverse judgment that may be rendered therefrom. Upon request by COUNTY, CONCESSIONER shall furnish COUNTY with a copy of a surety bond satisfactory to COUNTY in an amount equal to such contested lien claim or demand indemnifying COUNTY from liability for same, and holding the property free and clear of the effect of such lien or claim.

OWNERSHIP OF IMPROVEMENTS: COUNTY shall retain ownership of all improvements on the Premises, as well as all items listed on Exhibit C hereof.

10. ASSIGNMENT/SUBLEASE: CONCESSIONER shall not voluntarily assign, sublease or otherwise encumber any rights granted hereunder, or allow any other person or entity to occupy or use all or part of the Premises without the written consent of COUNTY. Any attempt to assign, sublease, hypothecate or otherwise encumber the rights granted hereunder without such consent shall be void and without legal effect, and render this Agreement terminable at the option of COUNTY.

11. NONINTERFERENCE: CONCESSIONER agrees to not use, nor permit those under its control, including, but not limited to, its employees, tenants, licensees, invitees, agents and/or contractors, to use any portion of the Premises in any way which interferes with public use. Such interference shall be deemed a material breach, and CONCESSIONER shall terminate said interference immediately upon notice from COUNTY. In the event CONCESSIONER fails to stop such interference promptly, this Agreement shall terminate at the option of COUNTY.

12. FACILITIES: CONCESSIONER shall pay all costs of construction and installation of any and all improvements to the Premises incidental to the activities contemplated herein; including but not limited to landscaping and maintenance.

13. SIGNS: CONCESSIONER shall not erect any signs in the Park without express written consent of COUNTY.

14. UTILITY CHARGES: Subject to COUNTY approval, CONCESSIONER shall have the right to install any and all additional utility installations required by the purposes contemplated herein. CONCESSIONER shall be responsible for maintaining any and all utilities to the Premises, and shall pay when due all charges for utilities now on the Premises, or constructed or placed on the Premises, for use by CONCESSIONER. Whenever possible, CONCESSIONER shall separately meter all CONCESSIONER'S utilities such that all utility charges for CONCESSIONER'S operations are independent of utility charges for the Park. COUNTY shall ensure that there are no delinquencies in any utility accounts transferred to CONCESSIONER.

15. TRASH DISPOSAL: CONCESSIONER shall be responsible for the removal of all refuse, waste and rubbish from the Premises resulting from CONCESSIONER'S operations and depositing such in proper receptacle which may be provided by COUNTY.

16. **WASTE**: No waste shall be committed in the Park, nor shall any nuisance or other acts be committed that disturb the enjoyment of the general public, the Park, its visitors, COUNTY, or any adjacent property owners.

17. **FIREARMS**: CONCESSIONER shall comply with all terms and conditions of Section 24-13 of the Santa Barbara County Code relating to the use of firearms in the Cachuma Recreational Area.

18. **HUNTING PROHIBITED**: Hunting is prohibited in the Park except as may be authorized jointly by the State of California, Department of Fish and Game, and by the Santa Barbara County Department of Agricultural and Environmental Management.

19. **NO TIMBER CUTTING**: Timber cutting is prohibited except by advance written consent of COUNTY in each instance.

20. **PROTECTION OF THE WATERS OF THE LAKE**: It is understood by the CONCESSIONER that the waters of the Cachuma Reservoir are to be used as a domestic water supply for the south coastal section of Santa Barbara County and that the continued permitted use of the Cachuma Recreation Area depends on COUNTY adequately protecting the waters of the reservoir and the area adjacent thereto against pollution, contamination or unsanitary conditions. CONCESSIONER covenants that, in the conduct of its business and operations hereunder, it will diligently guard against the contamination or pollution of the waters and adjacent land areas by CONCESSIONER, its agents, servants or employees and by the general public.

21. **WATER LEVEL OF CACHUMA LAKE**: The water level of Cachuma Lake is subject to change and fluctuation from natural causes, and/or the use of waters for the reservoir for domestic water supply and other purposes. In the event that the Premises are permanently inundated, or imminently threatened with permanent inundation due to any cause whatsoever, such that the rights granted to CONCESSIONER hereunder can no longer be exercised, CONCESSIONER may remove, at no cost or expense to COUNTY, such improvements as CONCESSIONER has constructed hereunder to an alternate site mutually agreed upon in writing by COUNTY and CONCESSIONER and this Agreement shall remain in effect for the remaining portion of the term. In the event of inundation precluding exercise of the rights granted to CONCESSIONER hereunder, and a mutually agreed upon site for relocation of CONCESSIONER'S improvements is not found in the Cachuma Recreational Area, CONCESSIONER may remove and relocate its improvements to a site other than the Cachuma Recreational Area, and CONCESSIONER shall retain ownership of such improvements.

22. **FIRE HAZARD**: CONCESSIONER understands the Park covered herein is a "hazardous watershed fire area", as the same is defined in the Uniform Fire Code compiled by the California Fire Chiefs Association and adopted with modifications and amendments thereto by COUNTY, and shall take all reasonable fire precautions. CONCESSIONER understands that portions of the Park may become subject to the jurisdiction of the U.S. Forest Service and to all of the fire prevention, control, and suppression laws, rules, and regulations of the Forest Service.



23. **ABANDONMENT:** If CONCESSIONER abandons the Premises, COUNTY may continue this Agreement in effect after CONCESSIONER'S abandonment and recover rent as it becomes due. If COUNTY chooses to terminate this Agreement, COUNTY may, but shall not be obligated to, remove the personal property of CONCESSIONER and store same, at CONCESSIONER'S expense. Alternatively, COUNTY may dispose of said property and shall have no liability therefor.

24. **TAXES AND ASSESSMENTS:** This Agreement may confer A POSSESSORY INTEREST on CONCESSIONER and CONCESSIONER shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which, due to CONCESSIONER'S operations, may be levied upon the Premises during the term of this Agreement.

25. **REIMBURSEMENT OF FEES:** In no event shall COUNTY be responsible for reimbursement of any fees paid by CONCESSIONER'S patrons, invitees or guests.

26. **INDEMNIFICATION:** CONCESSIONER shall defend, indemnify and save harmless the COUNTY, its officers, agents, employees and volunteers from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the activities described herein, caused in whole or in part by any alleged negligent or intentional act, or error or omission of the CONCESSIONER, his tenants, licensees, invitees, or his agents, employees or other independent contractors directly responsible to him for whose acts any of them may be liable, except where caused by the active, sole negligence, or willful misconduct of the COUNTY.

CONCESSIONER shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

27. **INSURANCE:** Without limiting CONCESSIONER'S indemnification of the COUNTY, CONCESSIONER shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONCESSIONER in default. Upon request by the COUNTY, CONCESSIONER shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers' Liability Insurance shall cover all CONCESSIONER'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONCESSIONER is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONCESSIONER has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONCESSIONER submits a written statement to the COUNTY stating that fact.



2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage; shall afford coverage for all premises, operations, products and completed operations of CONCESSIONER; and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed herein by CONCESSIONER, including, but not limited to Section 26, INDEMNIFICATION, hereof. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONCESSIONER pursuant to CONCESSIONER'S activities hereunder. CONCESSIONER shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."*

If the policy providing liability coverage is on a 'claims-made' form, CONCESSIONER is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this Agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Watercraft Liability Insurance: The watercraft liability insurance shall have a limit of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY. COUNTY, its officers, agents, and employees shall be Additional Insured status on such policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONCESSIONER agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.



28. **NONDISCRIMINATION:** CONCESSIONER shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefore.

29. **ENVIRONMENTAL IMPAIRMENT:** CONCESSIONER shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signing, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request of COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur in the Park due to CONCESSIONER'S use and occupancy, CONCESSIONER shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction thereover. CONCESSIONER shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, and consulting engineering and construction costs) incurred by COUNTY as a result of CONCESSIONER'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to CONCESSIONER'S use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, and regardless of negligence, active or passive, of COUNTY.

30. **TOXICS:** CONCESSIONER shall not manufacture or generate hazardous wastes on or in the leased area unless specifically authorized by this Agreement. CONCESSIONER shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by CONCESSIONER, its agents, employees, or designees in the Park during the term of this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. CONCESSIONER shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

COUNTY shall not manufacture or generate, nor allow others under its control to manufacture or generate hazardous wastes on the property. COUNTY shall notify CONCESSIONER immediately in the event of any release or threatened release of any such wastes, substances or materials. In the event that such wastes, substances, or materials are released upon the property by COUNTY or others under its control, CONCESSIONER may terminate this Agreement. Upon termination of this Agreement by CONCESSIONER, all rights of CONCESSIONER shall cease and CONCESSIONER shall quietly and peacefully deliver to COUNTY, possession and interest in the property.

31. **COMPLIANCE WITH THE LAW:** CONCESSIONER and CONCESSIONER'S customers, licensees, invitees or guests shall comply with all local, County, State, and Federal laws, rules, and regulations affecting the property, now or hereafter in effect. In

particular, CONCESSIONER'S occupancy shall at all times be subject to County Park rules, regulations, and restrictions per Santa Barbara County Code, Chapter 26. CONCESSIONER shall provide each such customer, licensee, invitee or guest with a copy of the County Park Rules including any subsequent amendments thereto.

32. **ANNUAL REPORT:** On January 1 of each and every year, CONCESSIONER shall provide COUNTY with an annual report describing CONCESSIONER'S current officers and general operations in the Park.

33. **NOTICES:** Any notice to be given to the parties, by another, shall be in writing and shall be served, either personally or by mail to the following:

COUNTY: Santa Barbara County Parks Department  
610 Mission Canyon Rd.  
Santa Barbara, CA 93105  
(805) 568-2461

CONCESSIONER: Pyramid Enterprises, Inc.  
dba Rocky Mountain Recreation Company  
25574 Rye Canyon Road #B  
Valencia, CA 91355  
(661) 702-1420

or to the parties at such other place as may be designated in writing. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail 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.

34. **DEFAULT:** Except as otherwise required herein, should CONCESSIONER at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give notice to CONCESSIONER specifying the particulars of the default and CONCESSIONER shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such notice, then the rights of CONCESSIONER granted in this Agreement shall terminate at the option of the COUNTY unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case CONCESSIONER shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

35. **BREACH:** In the event CONCESSIONER violates any of the provisions herein and fails to remedy such violation within thirty (30) days after written notice thereof, in addition to any other rights COUNTY may be entitled to at law, COUNTY may terminate this Agreement and all rights of CONCESSIONER hereunder and remove CONCESSIONER from the Premises.

36. **WAIVER:** It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be, nor construed to be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.



37. **TERMINATION:** This Agreement shall terminate and all rights of CONCESSIONER shall cease and CONCESSIONER shall quietly and peacefully deliver to COUNTY, possession and interest in the Premises:

a) Upon thirty days notice of termination given by either party, with or without cause, or

b) Upon abandonment of the Property as provided in Section 23, ABANDONMENT, and COUNTY'S option to terminate this Agreement; or

c) As provided in Section 38, DESTRUCTION; or

d) In the event CONCESSIONER is found to be in non-compliance with any permits associated with this Agreement and such non-compliance is not resolved in a timely fashion; or

e) Upon the failure of CONCESSIONER to satisfy, observe or perform any of the covenants, conditions or reservations set forth in this Agreement and COUNTY'S exercise of its right to terminate.

38. **DESTRUCTION:** If the Premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY shall terminate.

39. **REMOVAL OF PROPERTY UPON TERMINATION:** Upon termination of this Agreement, CONCESSIONER shall vacate and return possession of the Premises and those items listed in Exhibit C to COUNTY. COUNTY may require CONCESSIONER to remove any and all CONCESSIONER constructed improvements, alterations and equipment. However, any improvements to the Premises that have been approved by COUNTY pursuant to Section 9 hereof, including utilities, shall remain property of the COUNTY. Any removal of property by CONCESSIONER shall be completed within sixty (60) days of written request by COUNTY and shall be done at CONCESSIONER'S sole cost and expense. CONCESSIONER shall restore the Premises as nearly as possible to its original condition.

40. **AGENCY DISCLOSURE:** CONCESSIONER acknowledges that the General Services Department, Facilities Services Division, of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for CONCESSIONER nor a dual agent in this transaction.

41. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties and such changes shall be binding upon the heirs or successors of the parties. Notwithstanding, the Director of the COUNTY'S Parks Department shall have authority to amend this Agreement on behalf of COUNTY so long as such amendments do not materially alter the purpose of this Agreement, as such is described in Section 3, **PURPOSE AND USE,** hereof.

42. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

43. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity,



illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

44. **CERTIFICATION OF SIGNATORY:** The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY and CONCESSIONER to its terms and conditions or to carry out duties contemplated herein.

45. **ENTIRE AGREEMENT:** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations, and statements shall be deemed to create rights or obligations other than those stated herein.

46. **CONSTRUCTION:** The parties to this Agreement agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and conditions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.

47. **FACSIMILE SIGNATURES:** In the event that the parties hereto utilize facsimile 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 of the facsimile, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

48. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.



Project: Cachuma Marina Concession  
APN: 145-160-072  
Folio No.: 003629  
Agent: DG

IN WITNESS WHEREOF, COUNTY and CONCESSIONER have signed this Concession Agreement by the respective authorized officers as set forth below to be effective on the date executed by COUNTY.

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

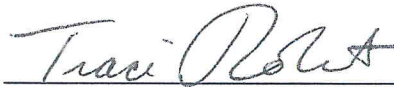
By: \_\_\_\_\_  
Chair, Board of Supervisors

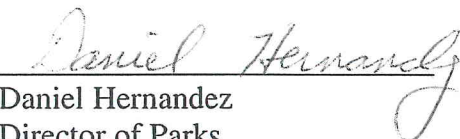
By: \_\_\_\_\_

Date: \_\_\_\_\_

"CONCESSIONER"  
PYRAMID ENTERPRISES, INC.,  
a California Corporation

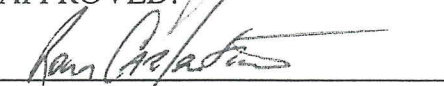
  
Chet Roberts, Chief Executive Officer

"CONCESSIONER"  
PYRAMID ENTERPRISES, INC.,  
a California Corporation  
  
Traci Roberts, Chief Financial Officer

APPROVED:  
  
Daniel Hernandez  
Director of Parks


APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

By:   
Kevin E. Ready, Sr.  
Senior Deputy County Counsel

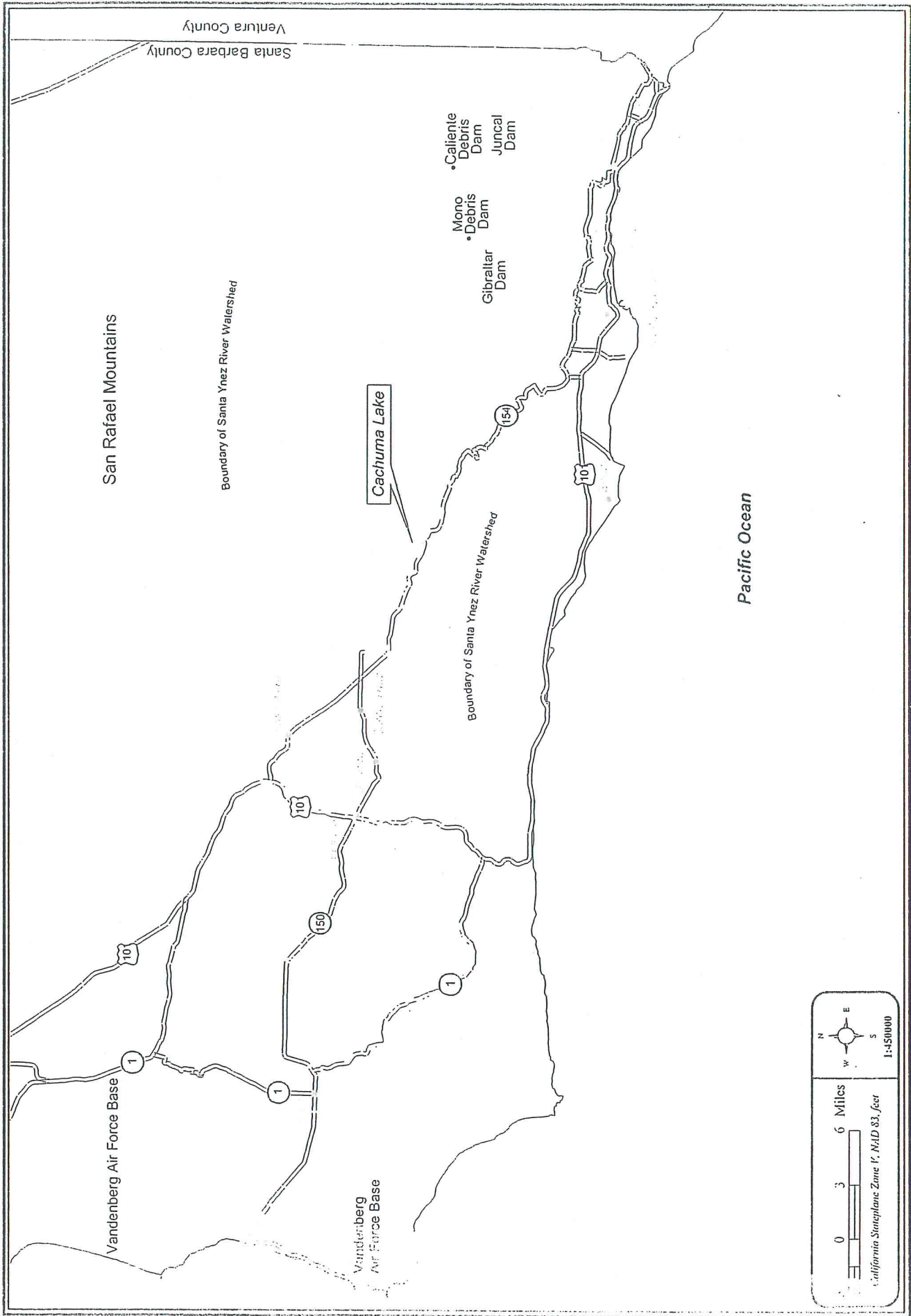
APPROVED:  
  
Rohn Carlentine, SR/WA  
Real Property Manager

APPROVED AS TO FORM:  
ROBERT GEIS, C.P.A.  
AUDITOR-CONTROLLER

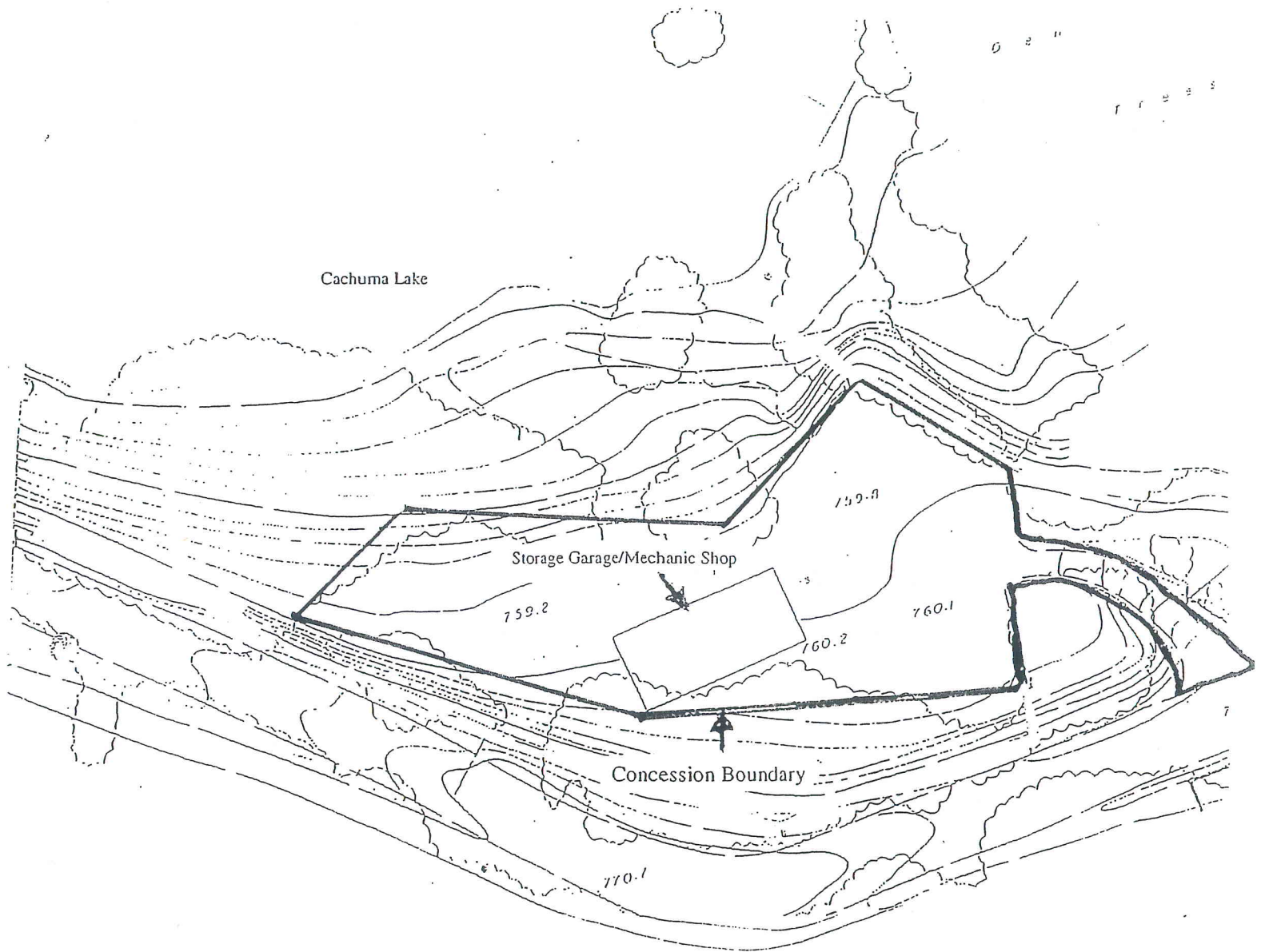
By:   
Deputy

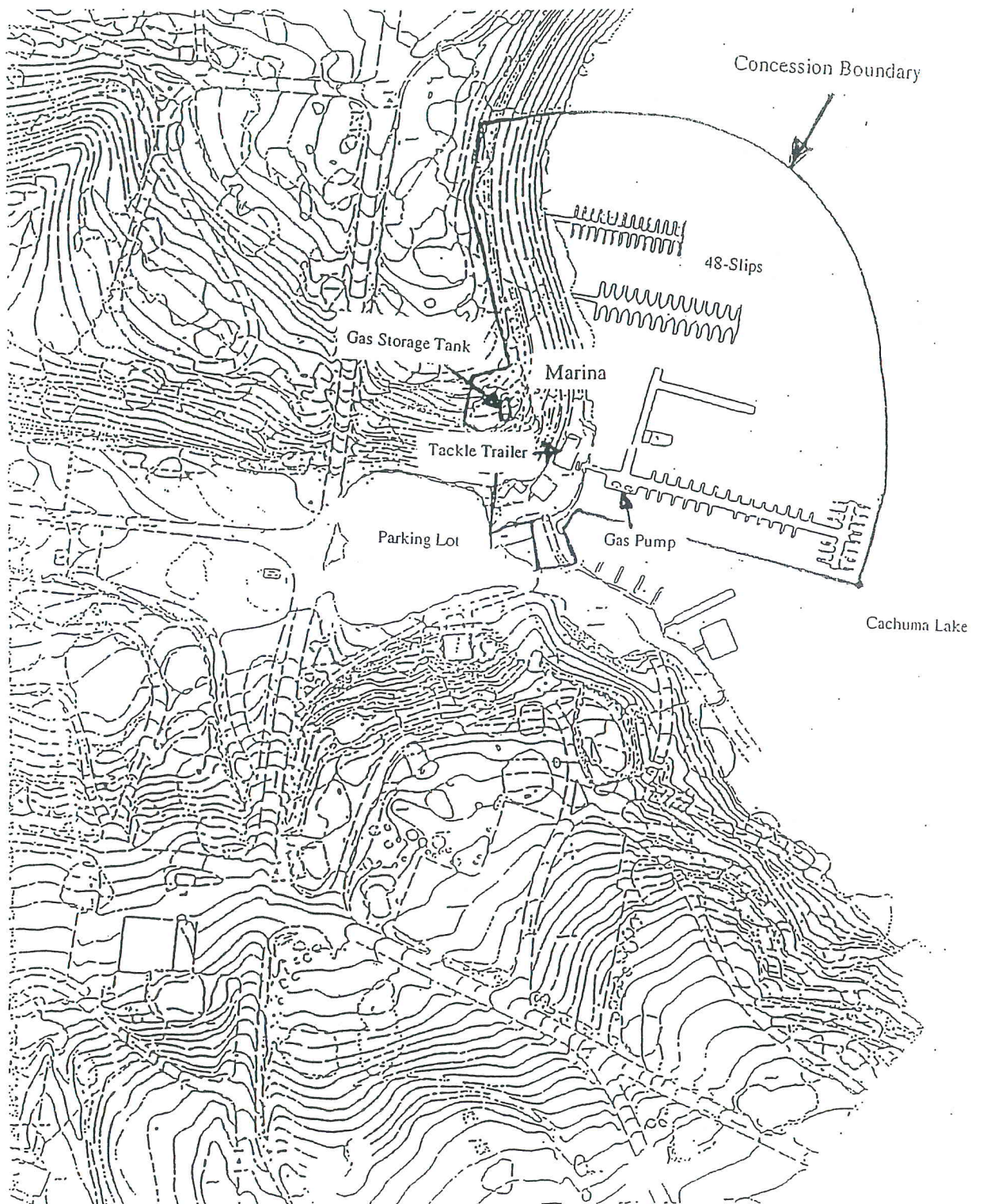
APPROVED:  
  
Ray Aromatorio, ARM, AIC  
Risk Program Administrator











Cachuma Park Entrance

EXHIBIT B

2 of 2



## Cachuma Boat Rentals

## Inventory of assets

### 1. Tackle shop

Wood frame--size 12ft. X 45ft.

Contents---Inventory for sale

Safe

cash register

Included in the tackle shop is a refrigerated room for bait, a rental boat and boat mooring system and the electric controls for the gas dispensers.

### 2. Snack Bar--permitted to operate by county health dept. \*

(New - specifications)

Wood frame--size 12ft. X 24ft.  
Equipment

Gas grill, 3 refrigerators, 3 freezers, cash register, various cooking tools, and a beer & wine off sale permit.

\* Needs a new approved sink, new floor under ice machine, and an a new ansul system.

### 3. Miscellaneous storage bldgs and employee restroom

Restroom bldg. for employees

120 sq. ft.

Prefabricated storage building

Storeroom 15ft X 8ft.

#### 4. Rental Boats:

- 35 Gregor 14 foot boats ( 4 passengers)
- 21 Gregor 17 foot boats ( 6 passenger )
- 10 Gregor patio Boats of various sizes

#### Miscellaneous boats:

- Work boat/ pump boat
- Work boat/generator boat

#### 5. Motors

All Motors are Mercury motors. The 6 horse power and the 9.9 horse power were purchased in 2003. The motors on the patio boats are of various age. Some brand new and other up to 5 years old.

All motors are 4 cycle which are less polluting.

- 46 each 6 hp Mercury motors for rental boats
- 8 each 9.9 Mercury motors for rental boats
- 10 patio boat motors @ 25 horse power



5. Docks

All docks are wood frame (2 X 12) with Styrofoam flotation.

1	The main dock for rental boat usage is approximately 5' X 45'	5920 sq. ft. 225 sq. ft.
2	The gas dock for gas deliver is approximately	360 sq. ft.
3	The wash/maintenance which includes a hydraulic lift for jitting boats to wash and a sump and pump which deliver the waste water to the county sewer system.	810 sq. ft.
4	"A" dock used for mooring customers. This dock has rental slips.	4,284 sq. ft.
5	"B" dock used for mooring customers. This dock has slips and can be used for larger boats.	3,144 sq. ft.

## 7. Gasoline storage and dispensing system

The gas system consists of two 1,000 gallon above ground storage tanks. They are located in a sealed cement container, which was required by various agencies to hold 150% of the tanks capacities. One tank is divided into 2 each 500 gallon chambers. There are two above ground gas lines feeding the gas dock. The dock is wood frame and with fire retardant decking. There are two dispensers that need replacing. The system is controlled in the tackle shop. The system includes, tank pumps and pressure reducers with numerous shut off valves in the lines.

## 8. Miscellaneous equipment

Welder for boat repairs  
Power tools--Miscellaneous  
Various specialty tools to diagnose and repair Mercury motors.  
Miscellaneous mercury parts for motor repairs  
Life jackets and cushions for all boats including storage boxes or racks for each.  
3 boat trailers for patio boats  
1 flatbed trailer for moving smaller rental boats.  
Misc dock lumber, cable, buoys, styrofoam, dock anchors

1. Tackle shop
2. Snack Bar *(not a restaurant)*
3. Miscellaneous bldgs. & restroom.
4. Rental Boats
5. Motors
6. Docks.
7. Gas system
8. Miscellaneous Equipment



CBR Boat Inventory CF's 1HD's 2010

CBR #	CF Number	Hull #	MFG Model	Purchased Date	Size
1	CF 2812 LD	30552	Gregor H42-15	Mar-84	14 foot
2	CF 2813 LD	30516	Gregor H42-15	Mar-84	14 foot
3	CF 2815 LD	30507	Gregor H42-15	Mar-84	14 foot
4	CF 2811 LD	30511	Gregor H42-15	Mar-84	14 foot
5	CF 2826 LD	30486	Gregor H42-15	Mar-84	14 foot
6	CF 2820 LD	30540	Gregor H42-15	Mar-84	14 foot
7	CF 2824 LD	30492	Gregor H42-15	Mar-84	14 foot
8	CF 2825 LD	30471	Gregor H42-15	Mar-84	14 foot
9	CF 3680 HV	30481	Gregor H42-15	Mar-84	14 foot
10	CF 2814 LD	30463	Gregor H42-15	Mar-84	14 foot
11	CF 2819 LD	30553	Gregor H42-15	Mar-84	14 foot
12	CF 2818 LD	30544	Gregor H42-15	Mar-84	14 foot
13	CF 2827 LD	30465	Gregor H42-15	Mar-84	14 foot
14	CF 2817 LD	30515	Gregor H42-15	Mar-84	14 foot
15	CF 2816 LD	30489	Gregor H42-15	Mar-84	14 foot
16	CF 3678 HV	30476	Gregor H42-15	Mar-84	14 foot
17	CF 3679 HV	30512	Gregor H42-15	Mar-84	14 foot
18	CF 2823 LD	30501	Gregor H42-15	Mar-84	14 foot
19	CF 2822 LD	30510	Gregor H42-15	Mar-84	14 foot
20	CF 2821 LD	30522	Gregor H42-15	Mar-84	14 foot

21	CF 5974 KY	GBC40426 A494	Gregor M-51	Mar-94	15 foot
22	CF 5965 KY	GBC40461 A494	Gregor M-51	Mar-94	15 foot
23	CF 5966 KY	GBC40460 A494	Gregor M-51	Mar-94	15 foot
24	CF 5972 KY	GBC40414 A494	Gregor M-51	Mar-94	15 foot
25	CF 5970 KY	GBC40458 A494	Gregor M-51	Mar-94	15 foot
26	CF 5969 KY	GBC40436 A494	Gregor M-51	Mar-94	15 foot
27	CF 5971 KY	GBC40459 A494	Gregor M-51	Mar-94	15 foot
28	CF 5967 KY	GBC40427 A494	Gregor M-51	Mar-94	15 foot
29	CF 5968 KY	GBC40428 A494	Gregor M-51	Mar-94	15 foot

CBR #	CF Number	Hull #	MFG Model	Purchased Date	Size
78	CF 7830 LB	GBC16191 M78H	Gregor H-34	May-78	13 foot
86	CF 9679 LB	GBC19215 M78H	Gregor H-34	Nov-78	13 foot
87	CF 9676 LB	GBC18842 M78H	Gregor H-34	Nov-78	13 foot
95	CF 9670 LB	GBC17657 M78C	Gregor H-34	Nov-78	13 foot
99	CF 9681 LB	GBC17660 M78C	Gregor H-34	Nov-78	13 foot

601	CF 8273 LD	GBC40853 E393	Gregor M-72	Jul-93	17 foot
602	CF 5945 KY	GBC40851 E393	Gregor M-72	Jul-93	17 foot
603	CF 8230 LD	GBC40855 E393	Gregor M-72	Jul-93	17 foot
604	CF 5947 KY	GBC40852 E393	Gregor M-72	Jul-93	17 foot
605	CF 5951 KY	GBC40854 E393	Gregor M-72	Jul-93	17 foot
606	CF 5950 KY	GBC40792 D393	Gregor M-72	Jul-93	17 foot
607					17 foot
608	CF 5946 KY	GBC40790 D393	Gregor M-72	Jul-93	17 foot
609	CF 5949 KY	GBC40791 D393	Gregor M-72	Jul-93	17 foot
610	CF 8243 LD	GBC40781 D393	Gregor M-72	Jul-93	17 foot
611	CF 8244 LD	GBC40782 D393	Gregor M-72	Jul-93	17 foot

EXHIBIT C

612	CF 1958 LE	GBC43225D999	Gregor M-72	Mar-99	17 foot
613	CF 1957 LE	GBC43226 A999	Gregor M-72	Mar-99	17 foot
614	CF 1956 LE	GBC43227 A999	Gregor M-72	Mar-99	17 foot

626	CF 2774 LD	GBC26015 M848	Gregor M-72	Feb-84	17 foot
627	CF 2772 LD	GBC26418 M48A	Gregor M-72	Feb-84	17 foot
628	CF 2773 LD	GBC26421 M48A	Gregor M-72	Feb-84	17 foot
629	CF 4154 LD	27937A485	Gregor M-72	Jan-85	17 foot
630	CF 4155 LD	28375A485	Gregor M-72	Jan-85	17 foot
631	CF 4158 LD	28397A485	Gregor M-72	Jan-85	17 foot
632	CF 4156 LD	29247A485	Gregor M-72	Jan-85	17 foot
633	CF 4157 LD	29267A485	Gregor M-72	Jan-85	17 foot

CBR #	CF Number	Hull #	MFG Model	Purchased Date	Size
P1	CF 1753 LD		Gregor D-22	May-81	22 foot
P2	CF 1752 LD	GCP0981M82B	Gregor D-22	Feb-82	22 foot
P3	CF 2054 LD	P1027M83A	Gregor D-27	Aug-82	27 foot
P4	CF 2397 LD	P1066M83	Gregor D-26	May-83	26 foot
P5	CF 5673 HF	P1080M83L	Gregor D-26	Jul-83	26 foot
P6	CF 4159 LD	P1199K485	Gregor D-26	Jan-85	26 foot

CBR #	CF Number	Hull #	MFG Model	Purchased Date	Size
P7	CF 4160 LD	P1200K485	Gregor D-26	Jan-85	26 foot
P8	CF 8212 LD	GBCF1479C393	Gregor D-26	Jul-93	26 foot
P9	CF 0538 LE	GBCC0091E696	Gregor D-26	Jun-96	26 foot
P10	CF 3343 LE	GBCCG133J001	Gregor D-26	Nov-00	25 foot

Janel B	CF 8068 LA	NONE	at with pumps for bailing out boats		18 foot
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Paddle Boat 1	JOK02246F606	081141 Blue/Cream	5/31/2006
Paddle Boat 2	JOK02247F606	081141 Blue/Cream	5/31/2006
Paddle Boat 3	JOK02248F606	081141 Blue/Cream	5/31/2006
Paddle Boat 4	JOK02249F606	081141 Blue/Cream	5/31/2006

EXHIBIT C

6 of 6



## Lake Patrol High Wind Condition Guidelines

In order to effectively warn Boaters of potentially hazardous wind conditions the following Guidelines should be observed.

There are two methods of measuring wind direction and speed.

1. A stationary wind meter located on the south side of the Domestic Water Building at E-point.
2. Two hand held wind meters located in patrol boats.
3. Wind direction is determined by compass located in patrol boats.

When wind speeds reach sustained speed of 16 mph, all shoreline wind flags must be raised, and the Main Gate and Marina must be advised of wind speed, direction, and that Wind Warning flags are going up.

Flag locations are as follows:

1. E-point, Water Treatment Plant
2. Night Watchman's yard above the marina, east of mobile home.
3. Gate house, top of day use sign.
4. Marina bait shop, top of fence. (Marina personal will raise)

When wind reaches sustained speeds of 25 mph. boats 16 feet or shorter will not be allowed to launch.

When wind speeds are sustained at 30 mph and above the lake shall be closed to any further launching. And boaters on the lake are advised to seek cover out of the wind.

When it has been determined that wind conditions are potentially hazardous (40 mph or higher), Lake Patrol should try to make contact with all boaters. Boaters should be advise of hazardous wind conditions and offered assistance.

Lake coves out of the wind usually provides safe shelter for boaters until hazardous condition subside. If hazardous conditions do not subside by one to two hours before sundown, all boaters should be contacted and offered to be transport into the harbor aboard the Patrol Boat. When transporting boaters secure their boat to shore if possible and require all passengers wear life vest and remain seated while onboard the Patrol Boat.