

Project: Cachuma Yurt and Cabin
Rentals Concession
APN: 145-160-072
Folio No.: 003495
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

ERNEST J. AND SHIRLEY C. DEL RIO, husband and wife, doing business as CENTRAL COAST CABINS, hereinafter referred to as "CONCESSIONER,"

with reference to the following:

WHEREAS, in the construction of the Cachuma 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; and

WHEREAS, the Master Lease has been extended through January 12, 2007; and

WHEREAS, COUNTY wishes to grant CONCESSIONER the right to operate and maintain a yurt and cabin rental service on a portion of the recreation area designated as the Proposed Area of Exhibit "A", attached hereto and incorporated herein by reference (hereinafter "Site"), until expiration of the current Master Lease.

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 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.

2. **TERM:** The term of this Agreement shall be for a period of one year, commencing January 14, 2006, and terminating January 12, 2007, unless otherwise extended or terminated pursuant to the provisions hereof. When the COUNTY renegotiates a Master Lease with the United States Department of Interior, Bureau of Reclamation CONCESSIONER shall have the option to extend this agreement for a period of ten years with an option to negotiate renewal for an additional ten years, not to exceed the term of the Master Lease; subject to any and all processes, limitations or restrictions imposed by the Bureau and/or the Master Lease.

3. **PURPOSE AND USE:** CONCESSIONER shall have the right to use the Site to construct, maintain, repair, alter, replace and/or remove or have constructed, maintained, repaired, altered, replaced, and/or removed all or any portion of CONCESSIONER'S yurts and/or cabins (hereinafter Facilities"), and all other appurtenant equipment and operations approved by COUNTY which are incidental thereto and necessary to operate and maintain CONCESSIONER'S Facilities. CONCESSIONER shall not use the Site and/or the Facilities for anything other than renting the Facilities to guests of the Park, without the express written consent of COUNTY.

CONCESSIONER shall not install or construct any Facilities or other improvements on the Site until such has been approved by COUNTY in accordance with Section 7, IMPROVEMENTS/ALTERATIONS, hereof.

4. **ACCESS TO THE SITE:** CONCESSIONER shall only access the Site using existing roads. COUNTY shall not be responsible for maintaining access to the Site and shall not be liable to LESSEE for lack of such access, however, in the event that the Site 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.

5. **RENT/CONCESSION FEES:** In consideration of the rights granted herein, CONCESSIONER shall pay to COUNTY a monthly fee (hereinafter "Rent") based a percentage of CONCESSIONER'S monthly income from the rights granted herein, or a minimum monthly rent, whichever is greater.

PERCENTAGE RENT: CONCESSIONER shall pay to COUNTY a percentage of the gross income on all sales, income or receipts arising from CONCESSIONER'S operations in the Park, including but not limited to all rental income from CONCESSIONER'S Facilities. Gross income shall not include any amount collected for State or Federal taxes. CONCESSIONER shall pay to COUNTY TEN PERCENT (10%) of the initial SIXTY THOUSAND DOLLARS (\$60,000) of gross income received in any calendar year, and TWELVE PERCENT of any gross income that exceeds SIXTY THOUSAND DOLLARS (\$60,000) of gross income in such calendar year.

MINIMUM MONTHLY RENT: Upon commencement of this Agreement, the minimum monthly rent shall be TWO HUNDRED FIFTY DOLLARS (\$250), however, rent

payments shall not commence until CONCESSIONER has completed installation of at least two yurts and/or cabins on the Site.

Rent shall be paid on a monthly basis, on or before the tenth (10th) day of the following month, and shall be delivered to COUNTY at the address stated herein in Section 22, NOTICES. Concurrently with the payment of Rent, CONCESSIONER shall submit to COUNTY, a written report of all gross income derived from CONCESSIONER'S operations in the Park.

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. COUNTY may, at its option, require CONCESSIONER to make and complete an annual audit of receipts of CONCESSIONER'S entire business affairs and records relating to CONCESSIONER'S operations in the Park, prepared by a certified public accountant or licensed public accountant. When such an audit is required, CONCESSIONER shall provide to COUNTY a copy of the annual audit within ninety days of the close of their fiscal year.

COUNTY shall have the right, within twelve months after receipt of the annual audit, to inspect all of the books of account and supporting data relating to gross receipts, and CONCESSIONER, on fourteen days written notice, shall make all such matters available to COUNTY during regular business hours. In the event that any such audit 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 either ten percent per annum. Furthermore, 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, CONCESSIONER shall pay to COUNTY any costs incurred by COUNTY as a result of such audit.

6. **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 leased area 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.

7. **IMPROVEMENTS/ALTERATIONS:** CONCESSIONER agrees that any buildings, structures, facilities, equipment or utilities constructed or placed on the Site, either permanent or temporary in nature, or any alterations or additions made in the Park 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 in the Park, which claims are or may be secured by any liens on the Site or any interest therein. CONCESSIONER shall give COUNTY no

less than ten days written notice prior to the commencement of any work in the Park, and COUNTY shall have the right to post Notices of Non-responsibility in or on the premises 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 Park free and clear of the effect of such lien or claim.

8. **NONINTERFERENCE**: CONCESSIONER agrees to not use, nor permit those under their control, including, but not limited to, their employees, tenants, licensees, invitees, agents and/or contractors, to use any portion of the Park 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.

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

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

11. **UTILITY CHARGES**: Subject to COUNTY approval, CONCESSIONER shall have the right to install any and all necessary utility installations. CONCESSIONER shall be responsible for connecting any and all utilities to the Site, and the Facilities, and shall pay when due all charges for utilities now on the Site, or constructed or placed on the Site, for use by CONCESSIONER. Whenever possible, CONCESSIONER shall separately meter all CONCESSIONER'S Facilities such that all utility charges for CONCESSIONER'S Facilities are independent of utility charges for the Park.

12. **TRASH DISPOSAL**: CONCESSIONER shall be responsible for the removal of all refuse, waste and rubbish from the premises resulting from CONCESSIONER'S operations and deposit in to proper receptacle which may be provided by the COUNTY.

13. **WASTE**: No waste shall be committed on the property, 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.

14. **FIREARMS**: SUBLESSEE 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.

15. **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.

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

17. **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.

18. **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 Site is 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.

19. **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.

20. **MAINTENANCE:** CONCESSIONER agrees to keep in good maintenance and repair, at its sole expense, all facilities, fencing and/or landscaping on the Site.

21. **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 Park during the term of this Agreement.

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

23. **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 work 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.

24. **INSURANCE:** Without limiting the 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.

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.

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 by the CONCESSIONER in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and CONCESSIONER. 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 non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the 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.

CONCESSIONER shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONCESSIONER may be held responsible for payment of damages resulting from CONCESSIONER'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONCESSIONER is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONCESSIONER'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Manager 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.

25. **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.

26. **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 upon the property 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.

27. **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 on the leased area 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.

28. **COMPLIANCE WITH THE LAW:** CONCESSIONER and CONCESSIONER'S tenants, 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 tenant, licensee, invitee or guest with a copy of the County Park Rules including any subsequent amendments thereto.

29. **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 leased area; and shall furnish any and all information in regard to planned group or other special events.

30. **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: County of Santa Barbara
Parks Department
610 Mission Canyon Rd.
Santa Barbara, CA 93109
(805) 568-2477

CONCESSIONER: Attn: Ernest Del Rio
Central Coast Cabins
521 Dahlia Place
Santa Maria, CA 93455
(805) 934-1441

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.

31. **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-five (35) 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-five (35) 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.

32. **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 leased area.

33. **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.

34. **ACCEPTANCE OF THE SITE:** CONCESSIONER has examined the Site and has determined that the property and available roads are suitable for the needs and operations of CONCESSIONER.

35. **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 Site 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.

36. **DESTRUCTION:** If the Site is partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY shall terminate.

37. **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.

38. **REMOVAL OF PROPERTY UPON TERMINATION:** Upon termination of this Agreement, CONCESSIONER shall vacate and return possession of the Site to COUNTY. COUNTY may require CONCESSIONER to remove any and all CONCESSIONER constructed structures, facilities and equipment. However, any improvements to the site that have been approved by COUNTY pursuant to Section 7 hereof, including utilities and/or pad improvements, 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 property as nearly as possible to its original condition, with the exception of site improvements that may include landscaping and utilities. Alternatively, COUNTY and CONCESSIONER may negotiate for COUNTY'S purchase of any or all of CONCESSIONER'S Facilities upon such terms as are deemed reasonable.

39. **ABANDONMENT:** If CONCESSIONER abandons the Site, this Agreement shall terminate. In the event of such abandonment, 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.

40. **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.

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **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.

47. **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.

48. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which CONCESSIONER may be merged.

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Project: Cachuma Yurt and Cabin
Rentals Concession
APN: 145-160-072
Folio No.: 003495
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: _____

CENTRAL COAST CABINS

CENTRAL COAST CABINS

Ernest J. Del Rio

Shirley C. Del Rio

APPROVED:

Rick Wheeler
Director of Parks

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: _____
Deputy

By: _____
Deputy

APPROVED:

APPROVED:

Ronn Carlentine, SR/WA
Real Property Manager

Ray Aromatorio, ARM, AIC
Risk Program Administrator