

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

**FIRST AMENDMENT TO**  
**CONCESSION AGREEMENT**  
(Cachuma Marina Concession)

**THIS FIRST AMENDMENT TO CONCESSION AGREEMENT** (hereinafter "First Amendment") 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**, COUNTY and CONCESSIONER entered into that Concession Agreement (hereinafter "Agreement"), executed by COUNTY on May 24, 2010, whereby CONCESSIONER was given the right to operate and maintain a concession business at Cachuma Lake Recreation Area (hereinafter "Park"), for the purpose of providing the public with boat rentals, mooring slip rentals, a tackle shop, fuel and other related supplies, on a month-to-month basis; and

**WHEREAS**, CONCESSIONER has been operating the concession business since that time, and has requested certain changes to the terms of the Agreement in regard to rent calculations, fuel charges, and permissible rental equipment; and

**WHEREAS**, COUNTY and CONCESSIONER agree to modify certain terms of the Concession Agreement by this First Amendment to become effective upon final execution hereof.

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

1. Section 2, RIGHTS GRANTED, of the Agreement shall be amended by addition of subsection f), which shall read as follows:

“f) The rental of CONCESSIONER-owned canoes and kayaks. All such canoes and kayaks shall be subject to prior inspection and approval by COUNTY. CONCESSIONER shall ensure that all canoes and kayaks rented pursuant to this Agreement are safe for public use, properly maintained, and comply in all respects with any and all applicable safety standards, guidelines, rules and regulations, including but not limited to Chapter 26 of the Santa Barbara County Code.”

In all other respects, the provisions of Section 2 of the Agreement shall remain in full force and effect.

2. Section 6. RENT/CONCESSION FEES/SECURITY DEPOSIT, of the Agreement shall be amended to raise the percentage rent from ten percent (10%) of gross monthly income to twelve percent (12%) of gross monthly income, eliminate the minimum monthly base rent, and apply a per gallon fee for fuel sales by CONCESSIONER; by amending the first three paragraphs of Section 6 to read as follows:

“In consideration of the rights granted herein, CONCESSIONER shall pay to COUNTY a monthly fee (hereinafter “Rent”), based on twelve percent (12%) of CONCESSIONER’S gross monthly income from the rights granted herein. 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, or any amount collected from the sale of fuel or fishing licenses. CONCESSIONER shall pay to COUNTY twelve percent (12%) of the gross income in any calendar month received from all of CONCESSIONER’S operations at the Park. CONCESSIONER shall provide a monthly financial report that includes gross receipts and a calculation of the percentage rent.

FUEL SALES: All sale of fuel by CONCESSIONER at the Park shall be subject to a three cent per gallon (\$.03/gal.) fee to be paid by CONCESSIONER to COUNTY. Fees for fuel sales shall be paid on a monthly basis, concurrently with Rent. The monthly financial report required in this Section shall include a report of all sales of fuel by CONCESSIONER at the Park.”

In all other respects, the remaining provisions of Section 6 of the Agreement shall remain in full force and effect.

3. It is expressly understood that in all other respects, the terms and conditions of the original Concession Agreement, dated May 24, 2010, shall remain in full force and effect.

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IN WITNESS WHEREOF, COUNTY and CONCESSIONER have signed this First Amendment to 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:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

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

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

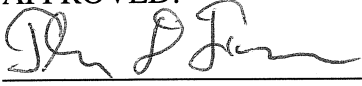
Date: \_\_\_\_\_

“CONCESSIONER”  
PYRAMID ENTERPRISES, INC.,  
a California Corporation


  
\_\_\_\_\_  
Chet Roberts, Chief Executive Officer

“CONCESSIONER”  
PYRAMID ENTERPRISES, INC.,  
a California Corporation


  
\_\_\_\_\_  
Traci Roberts, Chief Financial Officer

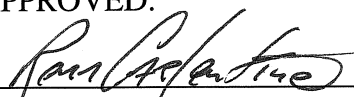
APPROVED:  
  
\_\_\_\_\_  
Tom Fayram  
Director of Parks

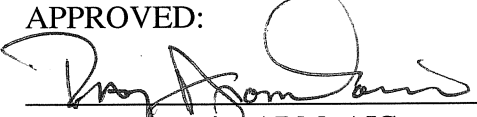
APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

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

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

APPROVED:  
  
\_\_\_\_\_  
Ronn Carlentine, SR/WA  
Real Property Manager

APPROVED:  
  
\_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Manager