

Project: Butterfly Beach Public Swim  
Platforms  
Agent: JKL

## **MASTER AGREEMENT**

**THIS MASTER AGREEMENT** (“Master Agreement”) is made by and between:

COUNTY OF SANTA BARBARA, a political  
subdivision of the State of California (“COUNTY”),  
and

CORAL CASINO, LLC, a California Limited  
Liability Corporation, (“LICENSEE”),  
with reference to the following:

**WHEREAS**, COUNTY has entered into Lease No. PRC 7082 with the California State Lands Commission, which is attached hereto and herein incorporated by reference as Exhibit “A” (hereinafter “Lease”); and

**WHEREAS**, the Lease allows COUNTY to designate a special use area at Butterfly Beach with seasonal placement of swim buoys between May 1 and October 15 each Summer; and

**WHEREAS**, LICENSEE desires to provide for public recreation at Butterfly Beach by installing, operating, and maintaining two (2) floating public swim platforms within the COUNTY special use area at Butterfly Beach as described by the Lease; and

**WHEREAS**, COUNTY has applied for an amendment to the Lease to accommodate the implementation of the swim platform and the State has issued a letter of non-objection until the amendment can be approved; and

**WHEREAS**, COUNTY and LICENSEE are entering into a License Agreement whereby COUNTY granted LICENSEE a personal, revocable, non-exclusive, and non-assignable right to use of a portion of the special use area at Butterfly Beach to install, operate, and maintain a floating public swim platform, which is attached hereto and herein incorporated by reference as Exhibit “B” (hereinafter “License Agreement”); and

**WHEREAS**, COUNTY is applying for all required Coastal Development Permits from the California Coastal Commission for LICENSEE’s installation, operation, and maintenance of the floating public swim platforms within a portion of the special use area at Butterfly Beach, which is pending and will be provided once it is acquired and shall be incorporated as Exhibit “C” at such time. and

**WHEREAS**, LICENSEE shall be responsible for installing, operating, and maintaining the floating public swim platform as set forth in LICENSEE’s Operations and Maintenance Plan,

which is attached hereto and herein incorporated by reference as Exhibit “D” (hereinafter “Operations Plan and Maintenance Agreement”); and

**WHEREAS**, LICENSEE shall be responsible for curing all notices of violation relating to the Lease (to the extent applicable to the swim platform or any other matters set forth in the CDPs) and the CDPs, and to all Federal, State, and County laws; and

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

1. **ADMINISTRATION AND ENFORCEMENT**: The provisions of this Master Agreement shall be administered and enforced for COUNTY by the Director of the Community Services Department or Director’s designee (hereinafter “Director”), and for LICENSEE by its officer or officer’s designee.

2. **TERM**: The term of this Master Agreement shall be for a period of approximately ten (10) years, commencing upon May 1, 2025, and expiring on April 30, 2035, unless otherwise terminated sooner pursuant to Section 8 or extended pursuant to Section 3 of this Master Agreement.

3. **OPTIONS TO EXTEND**: Provided LICENSEE is in compliance with all terms and conditions of this Master Agreement, Lease, CDPs, Operations Plan and Maintenance Agreement, and Agreement for Payment of Fees, COUNTY, in its sole discretion, may renew this Master Agreement for two (2) additional terms of five (5) years on the same terms and conditions contained herein, unless either party provides written notice of termination to the other at least thirty (30) days prior to the expiration of the then current term. Any extension is subject to all applicable California State Lands Commission Leases and California Coastal Commission Coastal Development Permits. Extension periods are set forth as follows:

Extension One: May 1, 2035 through April 30, 2040 and

Extension Two: May 1, 2040 through April 30, 2045.

4. **ASSIGNMENT**: LICENSEE shall not assign, transfer, hypothecate, pledge, or encumber this Master Agreement or any part hereof or any right or privilege appurtenant hereto. Any attempt by LICENSEE to do so shall be voidable and without legal effect and a material breach of this Master Agreement and grounds for termination at COUNTY’s sole discretion.

5. **DEFAULT**: Except as provided in Sections 4, 12, or as otherwise required herein, should either party at any time be in default hereunder with respect to any material term, covenant, condition, or reservation contained herein, the non-defaulting party shall give notice to the defaulting party specifying the particulars of the default, and the defaulting party 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, this Master Agreement shall terminate at the option of the non-defaulting party, unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure. For the avoidance of doubt, no act of LICENSEE or any of its agents, employees, volunteers, independent contractors, invitees, or

guests that is permitted pursuant to LICENSEE's private property rights or entitlements or governmental approvals related to that certain real property owned and operated by LICENSEE adjacent to Butterfly Beach, commonly known as Coral Casino Beach Club (the "Beach Club") shall be deemed to be in violation of this Agreement or any of the agreements attached as Exhibits hereto, and nothing in this Agreement or any of the agreements attached as Exhibits hereto shall be construed to limit LICENSEE's private property rights with respect to Resort Property or otherwise modify the entitlements or governmental approvals related thereto.

6. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach including, but not limited to, the following:

- A. The non-defaulting party may waive the default or breach in accordance with Section 7, WAIVER, herein below.
- B. Where COUNTY is the non-defaulting party, COUNTY may terminate this Master Agreement.

7. **WAIVER:** It is understood and agreed that any waiver of any term of this Master Agreement or of any default or breach of this Master Agreement shall not be deemed to be a waiver of any continuing or subsequent default or breach of any other provision of this Master Agreement. Waivers of provisions of this Master Agreement must be in writing and signed by that party's respective designee under Section 1, ADMINISTRATION AND ENFORCEMENT, of this Master Agreement.

8. **TERMINATION:** This Master Agreement shall terminate and all rights of LICENSEE hereunder shall cease if either party exercises its rights to terminate as provided in Section 3, OPTIONS TO EXTEND, or as follows:

- A. Upon termination of the Lease;
- B. Upon termination of the License Agreement;
- C. Upon expiration, revocation, surrender, or abandonment of the permits, entitlements, or approvals issued by the California Coastal Commission regarding, concerning, or related to the public swim platform at Butterfly Beach;
- D. As provided in Section 4, ASSIGNMENT;
- E. Upon the failure of either party to satisfy, observe, or perform any term or condition set forth in this Master Agreement and the expiration of the cure period as provided in Section 5, DEFAULT;
- F. As provided in Section 12, COMPLIANCE WITH THE LAW; or
- G. Upon delivery of a written thirty (30) day notice of termination without cause by either party.

9. **INDEMNIFICATION AND INSURANCE:** The parties shall comply with the indemnification and insurance provisions as set forth in Exhibit "F" attached hereto and incorporated herein by reference. The indemnification and insurance provisions in this Master Agreement shall survive termination of this Master Agreement.

10. **NOTICES:** Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by registered or certified mail, to the following:

LICENSEE: 1260 BB Property, LLC  
c/o Ty Warner Hotels & Resorts  
Attn: Sean Lavelle  
280 Chestnut Avenue  
Westmont, IL 60559

Price, Postel and Parma, LLC  
Attn: Chip Wullbrandt  
200 East Carrillo Street, Suite 400  
Santa Barbara, CA 93101

COUNTY: Parks Assistant Director  
Community Services Department  
123 Anapamu Street, 2nd Floor  
Santa Barbara, CA 93101

All notices hereunder shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by a party as provided for herein.

11. **SUCCESSORS IN INTEREST:** This Master Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any private organization or government into which LICENSEE or COUNTY may be merged, respectively.

12. **COMPLIANCE WITH THE LAW:** The parties shall comply with all applicable laws, regulations, ordinances, rules, and orders, all as may be amended, affecting this Master Agreement now or hereafter in effect.

Violation of any applicable law, regulation, ordinance, rule, order, or any term or condition of this Master Agreement, the Lease, CDPs, Operations Plan and Maintenance Agreement, or Agreement for Payment of Fees shall constitute an immediate default and breach of this Master Agreement with no cure period that might otherwise be available under Section 5 of this Master Agreement, and this Master Agreement shall be subject to immediate termination at COUNTY's sole discretion.

13. **CONFLICTS:** In the event of any conflict between the terms of this Master Agreement and the Lease or the CDPs, the terms of the Lease or CDPs shall control. In the event of any conflict between the terms of this Master Agreement and the License Agreement, Agreement for Payment of Fees, or the Operations Plan and Maintenance Agreement, the terms of this Master Agreement shall control.

14. **NONDISCRIMINATION:** The parties shall comply with the laws, rules, and regulations regarding nondiscrimination as such are found in the Santa Barbara County 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 Master 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 therefor.

15. **AMENDMENTS**: This Master Agreement may only be amended by written consent of the parties, and such changes shall be binding upon the successors of the parties.

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

17. **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 Master Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

19. **EXECUTION IN COUNTERPARTS**: This Master Agreement may be executed in any number of counterparts and each of such counterparts 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.

20. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES**: In the event that the parties hereto utilize facsimile transmitted documents or electronically 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; however, documents shall not be accepted for recordation by the Clerk-Recorder of the County until and unless such documents bearing original signatures are received by COUNTY.

21. **ENTIRE AGREEMENT**: The parties to this Master Agreement intend that their negotiations, conversations, and statements made prior to and at the time of execution of this Master 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.

Butterfly Beach Public Swim Platforms

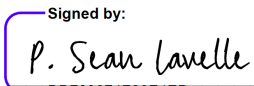
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Agent: JKL

**IN WITNESS WHEREOF**, LICENSEE and COUNTY have executed this Master Agreement by the respective authorized representatives as set forth below to be effective as of the date executed by COUNTY.

“LICENSEE”

Coral Casino, LLC

By:  Signed by:  
DD783874F26E4ED...  
Name: Sean Lavelle  
Title: Vice President of Development,  
Ty Warner Hotels and Resorts

Date: 6/12/2025 | 8:23 AM PDT

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**IN WITNESS WHEREOF**, LICENSEE and COUNTY have executed this Master Agreement by the respective authorized representatives as set forth below to be effective as of the date executed by COUNTY.

APPROVED:

“COUNTY”  
COUNTY OF SANTA BARBARA

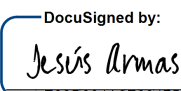
ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

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


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

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


COMMUNITY SERVICES DEPARTMENT

By:  \_\_\_\_\_  
Jesus Armas  
Community Services Director

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Deputy County Counsel  
Tyler Sprague

APPROVED AS TO FORM:  
GREG MILLIGAN, ARM, AIC  
RISK MANAGER

By:  \_\_\_\_\_  
Risk Manager

**EXHIBIT “A”**

**LEASE**

**EXHIBIT “B”**

**LICENSE AGREEMENT**

**EXHIBIT “C”**

**CDP Waiver (To be Included as a Counterpart to this Agreement at the time of Approval)**

**EXHIBIT “D”**

**OPERATIONS AND MAINTENANCE PLAN**

**EXHIBIT “F”**  
**INSURANCE AND INDEMNIFICATION**