

Project: Boathouse Restaurant at Arroyo
Burro Beach
APN: 047-092-013
Folio: 003533
Agent: AK

SECOND AMENDMENT TO CONCESSION AGREEMENT

THIS SECOND AMENDMENT TO CONCESSION AGREEMENT, hereinafter
“Second Amendment” is made by and between

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

and

SANTA BARBARA SHELLFISH CO., INC., a
California Corporation, hereinafter referred to as
“CONCESSIONER,”

with reference to the following:

WHEREAS, COUNTY is the owner of Arroyo Burro Beach County Park (hereinafter
“Park”), located at 2981 ½ Cliff Drive, consisting of a portion of County Assessor Parcel Number
047-092-013, in the incorporated area of the City of Santa Barbara (hereinafter “Property”),
identified on Exhibit “A”, attached hereto and incorporated herein by reference; and

WHEREAS, COUNTY and CONCESSIONER entered into a Concession Agreement on
February 5, 2008 (hereinafter “Agreement”), for the operation, management, maintenance, and
improvement of the beachfront restaurant, snack bar, and patio area known as the Arroyo Burro
Beach Restaurant, also known as the Boathouse at Hendry’s Beach (hereinafter “Premises”); and

WHEREAS, as reflected in the First Amendment executed on May 5, 2015 (hereinafter
“First Amendment”), COUNTY constructed new restrooms at the Park for public use, and
CONCESSIONER converted the existing Men’s restroom that is attached to the Premises into
storage for CONCESSIONER’s use; and

WHEREAS, CONCESSIONER would also like to lease the former existing Women’s
restroom to convert it into additional space for the sole purpose of storage, and wishes to add the
space to the Premises area, as shown on Exhibit “B”, attached hereto and incorporated herein by
reference.

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

1. Section 2. **RIGHTS GRANTED**, as set out in the original Agreement, and the First Amendment, shall be amended to include the following:

“The improvements formerly used as the Women’s restroom for the Park, which is an approximate 440 square foot standalone structure, is located immediately adjacent to the Premises and identified as “Former Public Restrooms” on Exhibit “B” of the First Amendment, shall hereinafter be used exclusively by CONCESSIONER as a storage area and included as part of the Premises (hereinafter referred to as “storage area”). Exhibit B of the First Amendment to Concession Agreement is hereby repealed in its entirety and replaced with Exhibit “B”, attached hereto and incorporated herein by this reference.

All CONCESSIONER restaurant related equipment must be located within the Premises boundary, and at no time is CONCESSIONER to leave anything unattended outside of the storage area in the exterior walkways. A clear path must be kept in all directions for safe ingress and egress. Additionally, no trash shall be stored in this area. COUNTY hereby retains the right to enter the Premises’ exterior walkways to access the electrical utility chase at any time. Additionally, COUNTY reserves the right to conduct periodic monitoring of the two storage areas to ensure CONCESSIONER is using the space as intended in this Agreement. COUNTY shall provide CONCESSIONER with 24 hours advance notice of COUNTY’s entering the Premises to monitor the storage areas.”

2. Section 3. **PURPOSE AND USE**, as set out in the original Agreement, shall be amended to include the following:

“The two former public restrooms have been abandoned by COUNTY and are intended to be converted into storage space for CONCESSIONER. CONCESSIONER agrees that the newly converted storage area granted by the First Amendment as well as the storage area granted by the Second Amendment, shall be used exclusively to store food, equipment or beverages only. No food preparation or sales are to be conducted from this additional space. CONCESSIONER understands the intended purpose for this additional storage space is to ensure CONCESSIONER can operate efficiently with fewer delivery trucks, which will assist the flow of the heavily populated ingress and egress from the Property. If the additional storage area is used for any purpose other than the intended purpose provided herein, it will constitute a default of the original agreement, where COUNTY shall provide CONCESSIONER with notice of such default as provided in Section 30, **DEFAULT**.

3. Section 9. **RENT/CONCESSION FEES/CAPITAL IMPROVEMENTS**, as set forth in the original Agreement, is hereby amended to include the following statements:

“In addition to Rent, CONCESSIONER shall also pay to COUNTY, an additional, fixed, monthly payment of One Thousand Dollars (\$1,000.00), (hereinafter, “Storage Rent”).

In order to properly enclose the Premises, CONCESSIONER shall be responsible to install and pay for one gate at Area A, one gate at Area B, as well as a fixed fence/wall/panel at Area C (hereinafter “Storage Capital Improvements”); all Areas are shown on Exhibit B. Prior to

installation of said Storage Capital Improvements, CONCESSIONER must submit plans and specifications to COUNTY for review and approval of design and material. After having review and approval from COUNTY, CONCESSIONER may remodel only the inside portions of the new storage areas, and may do so to fit the needs of CONCESSIONER, in which is consistent with the sole purpose of storage space. Any applicable permits required for the remodel will be the responsibility of CONCESSIONER. Installation of said Storage Capital Improvements shall be subject to the provisions of Section 11, IMPROVEMENTS/ALTERATIONS, hereof.”

4. Section 16. UTILITY CHARGES, is hereby amended by adding the following language:

“There is one utility chase located on each side of the former Women’s restroom, which are not included as part of the Premises, as amended by the Second Amendment to Concession Agreement. CONCESSIONER shall provide power to the additional storage space from the restaurant electric meter. Failing that the CONCESSIONER will install a sub meter and shall be responsible to pay for the electricity used from the former women’s public restroom. In the event of a sub meter being installed the COUNTY Parks Division shall read the meter annually and invoice CONCESSIONER for electrical costs.

5. It is expressly understood that in all other respects, the terms and conditions of the original Concession Agreement dated February 5, 2008, and First Amendment dated May 5, 2015, shall remain in full force and effect.

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IN WITNESS WHEREOF, COUNTY and CONSESSIONER have executed this Second Amendment to Concession Agreement to be effective as of the date signed by COUNTY.

"COUNTY"
 COUNTY OF SANTA BARBARA

ATTEST:
 MONA MIYASATO
 CLERK OF THE BOARD

By: _____
 Supervisor Peter Adam, Chair
 Board of Supervisors

By: _____
 Deputy

Date: _____

APPROVED:

By: 
 George Chapjian, Director
 Community Services Department

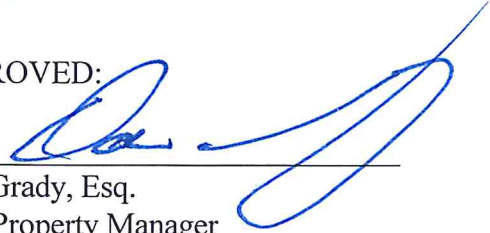
APPROVED AS TO FORM:
 MICHAEL C. GHIZZONI
 COUNTY COUNSEL

By: 
 Deputy

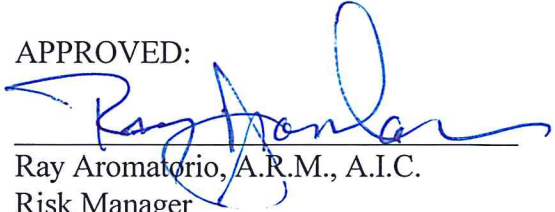
APPROVED AS TO FORM:
 THEODORE A. FALLATI, CPA
 AUDITOR-CONTROLLER

By: 
 Deputy

APPROVED:


 Don Grady, Esq.
 Real Property Manager


APPROVED:


 Ray Aromatorio, A.R.M., A.I.C.
 Risk Manager

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“CONCESSIONER”
SANTA BARBARA SHELLFISH CO., INC.

By: 
Thomas White
President and Secretary

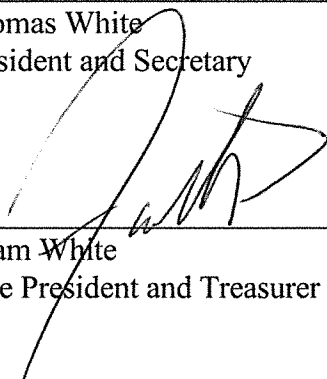
By: 
Adam White
Vice President and Treasurer

Exhibit A
"The Property"

Arroyo Burro Beach County Park
2981 ½ Cliff Drive, Santa Barbara CA
047-092-013



Exhibit B
The Premises

