

EXHIBIT "A"

Depiction and Legal Description of the Leased Premises

EXHIBIT "A" – DEPICTION AND LEGAL DESCRIPTION OF LEASED PREMISES

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

**Parcel 1: (A.P.N. PTN: 076-172-029)**

That portion of the Subdivision of the Rancho San Miguelito, in the County of San Luis Obispo, State of California, according to map recorded May 29, 1880 in Book B, Page 96 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in line of original right of way of Pacific Coast Railway whence Station 9 of Survey of said land as given in deed from John Harford and J.N. Ingalls to San Luis Obispo and Santa Maria Valley Railroad Co. bears North  $52\frac{3}{4}^{\circ}$  East, 24 links distant; thence North  $49\frac{1}{2}^{\circ}$  West, 6.22 chains to a point in center of gulch whence a live oak 24" in diameter bears South  $39\frac{1}{2}^{\circ}$ , 18 feet distant; thence meandering up center of said gulch North  $1\frac{1}{4}^{\circ}$  West, 1.55 chains; thence  $51^{\circ}$  West, 3.63 chains; North  $9\frac{1}{4}^{\circ}$  West, 1.68 chains; North  $87\frac{1}{2}^{\circ}$  West, 1.39 chains; North  $71^{\circ}$  West, 1.77 chains; thence leaving gulch North  $49^{\circ}$  East, 10.63 chains to post, South  $64\frac{1}{2}^{\circ}$  West, 6.75 chains to post; South  $82^{\circ}$  East, 11.00 chains to post; South  $8^{\circ}$  West, 82 links to Station 13 of hereinbefore described right of way; thence following line of said right of way South  $61^{\circ}$  West, 1.13 chains to Station 12; thence South  $45^{\circ}$  West, 8.86 chains to Station 11; thence South  $57\frac{1}{4}^{\circ}$  West, 4.53 chains to Station 10; thence South  $48\frac{1}{2}^{\circ}$  West, 3.79 chains to Station 9; thence South  $52\frac{3}{4}^{\circ}$  West, 24 links to the point of beginning.

EXCEPT therefrom that portion of said land conveyed to San Luis Obispo and Santa Maria Valley Railroad Company, a corporation in deed recorded June 7, 1875 in Book G, Page 351 of Deeds.

ALSO EXCEPT therefrom that portion conveyed to Eureka Energy Company in deed recorded September 3, 2013 as Instrument No. 2013-051113 of Official Records.

ALSO EXCEPT therefrom such rights reserved, and such interest in and to all of the minerals, oil, gas and other hydrocarbon substances within, underlying or that may be produced from said land as was reserved by Bell Petroleum Company, formerly Alphonzo E. Bell Company in deed recorded January 12, 1959 in Book 976, Page 111 of Official Records and re-recorded January 21, 1959 in Book 978, Page 263 of Official Records.

**Parcel 2: (A.P.N. PTN: 076-172-029)**

That portion of Lot Z in the Rancho San Miguelito, in the County of San Luis Obispo, State of California, according to map recorded May 29, 1880 in Book B, Page 96 of Maps, and being Public Lots designated as "Areas A, B, and C" on that certain deed recorded as Instrument No. 2013-051115 of Official Records in the office of the County Recorder of said County, described as follows:

An irregular shape parcel of land designated here as Area A being;

A portion of Lot Z of the Rancho San Miguelito, in the County of San Luis Obispo, State of California as designated according to the plat entitled, "Part of the Rancho San Miguelito", filed in Book B, at Page 96 of Maps in the office of the Recorder for said County, and Parcel "B" of Public Lot 80-50 as adopted by the Board of Supervisors of said County of June 2, 1980, more particularly described as follows:

Beginning at a 5/8 inch diameter rebar with cap stamped RCE 12,545 designated here as Point A

marking the corner common to Lots X, Y and Z as shown on that Record of Survey filed in Book 38, at Page 37 of Record of Surveys in the office of the Recorder for said County;  
Thence, along the easterly boundary of Lot X as shown on said Record of Survey, North 01° 19' 05" East, 469.61 feet to the northeast corner of said Parcel "B";

Thence, leaving the easterly boundary of said Lot X, along the northern boundary of said Parcel "B", North 88° 40' 55" West, 150.00 feet to a rebar with cap stamped RCE 12,545 as shown on said Record of Survey;

Thence, along the northwestern boundary of said Parcel "B", South 62° 29' 24" West, 531.94 feet to a rebar with cap stamped RCE 12,545 as shown on said Record of Survey;

Thence, continue along the northwestern boundary of said Parcel "B", South 41° 31' 46" West 279.82 feet to the western most corner of said Parcel "B" at the northern boundary of said Lot Z as projected westerly shown on said Record of Survey filed in Book 38, at Page 37 of Record of Surveys;

Thence, leaving the northwestern boundary of said Parcel "B", and continue the projection thereof, South 41° 31' 46" West, 177.54 feet;

Thence South 34° 00' 00" East, 186.40 feet to the northwesterly boundary of that portion of Lot Z designated "Parcel 1" of the conveyance to Port San Luis Harbor District by Trustee's Deed, filed in Volume 2028, at Page 869 of Official Records in the office of the Recorder for said County at a point that bears North 52° 22' 49" East, 115.36 feet from the most westerly corner of said "Parcel 1" marked by a 1 inch iron pipe with tag stamped RCE 12,748 as shown on that Record of Survey filed in Book 15, at Page 99 of Record of Surveys in the office of the Recorder for said County;

Thence, along the northwesterly boundary of "Parcel 1" of said conveyance to the Port San Luis Harbor District, North 52° 22' 49" East, 586.06 feet to an angle point thereon marked by a 1 inch iron pipe with tag stamped RCE 12,748 as shown on said Record of Survey filed in Book 15, at Page 99 of Record of Surveys;

Thence, along the northerly boundary of said "Parcel 1", South 62° 16' 57" East, 444.74 feet to an angle point thereon marked by a 1 inch iron pipe with tag stamped RCE 12,748 as shown on said Record of Survey filed in Book 15, at Page 99 of Record of Surveys;

Thence, continue along the northerly boundary of said "Parcel 1", South 79° 43' 45" East, 730.32 feet to an angle point thereon marked by a 1 inch iron pipe with tag stamped RCE 12,748 as shown on that Record of Survey filed in Book 15, at Page 99 of Record of Surveys in the office of the Recorder for said County;

Thence, South 33° 38' 01" West, 31.57 feet to the northern boundary of that 60 foot wide strip of land conveyed to the San Luis Obispo and Santa Maria Valley Railroad Company by Indenture, filed in Book G, at Page 351 of Deeds in the office of the Recorder for said County as shown on said Record of Survey filed in Book 15, at Page 99 of Record of Surveys;

Thence, leaving the boundary of said Parcel 1, along the northern boundary of said 60 foot wide strip of land conveyed to the San Luis Obispo and Santa Maria Valley Railroad Company as designated in the description of "Parcel 3" of said conveyance to the Port San Luis Harbor District by Trustee's Deed filed in Volume 2028, at Page 869 of Official Records, North 75° 18' 16" East, 123.95 feet to the westerly terminus of that course "N 75° 18' 16" E, 49.53 feet" described therein and being shown on sheet 4 of those maps filed in Book 14, at Page 33 of Record of

Surveys in the office of the Recorder for said County;

Thence, along the northern boundary of said 60 foot wide strip of land conveyed to the San Luis Obispo and Santa Maria Valley Railroad Company as designated in the description of "Parcel 1" of that Corporate Grant Deed Recorded March 2nd, 1965, filed in Volume 1339, at Page 714 of Official Records in the office of the Recorder for said County and shown on said maps filed in Book 14, at Page 33 of Record of Surveys, North 75° 18' 00" East, 49.53 feet;

Thence, continue along the northern boundary of said 60 foot wide strip of land conveyed to the San Luis Obispo and Santa Maria Valley Railroad Company as designated in the description of "Parcel 1" of said Corporate Grant Deed Recorded March 2nd, 1965, North 60° 48' 00" East, 38.84 feet;

Thence, North 55° 48' 16" East, 195.35 feet;

Thence, North 44° 18' 16" East, 103.19 feet;

Thence, North 68° 48' 16" East, 6.07 feet to the northern boundary of said Lot Z as projected easterly on said Record of Survey filed in Book 38, at Page 37 of Record of Surveys;

Thence, leaving the northern boundary of said 60 foot wide strip of land conveyed to the San Luis Obispo and Santa Maria Valley Railroad Company as designated in the description of "Parcel 1" of said Corporate Grant Deed Recorded March 2nd, 1965, along the northern boundary of said Lot Z as projected on said Record of Survey filed in Book 38, at Page 37 of Record of Surveys, North 88° 43' 23" West, 1187.06 feet to the Point of Beginning.

AND, a triangular shape portion of Public Lot designated here as Area B being;

A portion of Lot Z of the Rancho San Miguelito, in the County of San Luis Obispo, State of California as designated according to the plat entitled, "Part of the Rancho San Miguelito", filed in Book B, at Page 96 of Maps in the office of the Recorder for said County, more particularly described as follows:

Commencing from a 1 inch iron pipe with tag stamped RCE 12748 marking the most westerly corner of that portion of said Lot Z designated "Parcel 1" of the conveyance to Port San Luis Harbor District by Trustee's Deed, filed in Volume 2028, at page 869 of Official Records in the office of the Recorder for said County as shown on that Record of Survey filed in Book 15, at Page 99 of Record of Surveys in the office of the Recorder for said County, and being South 52° 22' 49" West, 701.42 feet from a 1 inch iron pipe with tag stamped RCE 12,748 at the northern most angle point in the northerly boundary of said "Parcel 1" as shown on said Record of Survey filed in Book 15, at Page 99;

Thence, along the northerly boundary of said "Parcel 1", North 52° 22' 49" East, 115.36 feet;

Thence, leaving the northerly boundary of said "Parcel 1", South 34° 00' 00" East, 148.50 feet to the southwesterly boundary of said "Parcel 1", and the True Point of Beginning of Area B being designated here as Point B;

Thence, along the southwesterly boundary of said "Parcel 1", South 83° 43' 14" East, 20.60 feet;

Thence, continue along the southwesterly boundary of said "Parcel 1", South 5° 29' 54" East, 32.93 feet;

Thence, leaving the southwesterly boundary of said "Parcel 1", North 34° 00' 00" West, 42.26 feet to said Point B;

AND, a triangular shape portion of Public Lot designated here as Area C being;

A portion Lot Z of the Rancho San Miguelito, in the County of San Luis Obispo, State of California as designated according to the plat entitled, "Part of the Rancho San Miguelito", filed in Book B, at Page 96 of Maps in the office of the Recorder for said County, more particularly described as follows:

Commencing from a 1 inch iron pipe with tag stamped RCE 12748 marking the most westerly corner of that portion of said Lot Z designated "Parcel 1" of the conveyance to Port San Luis Harbor District by Trustee's Deed, filed in Volume 2028, at Page 869 of Official Records in the office of the Recorder for said County as shown on that Record of Survey filed in Book 15, at Page 99 of Record of Surveys in the office of the Recorder for said County, and being South 52° 22' 49" West, 701.42 feet from a 1 inch iron pipe with tag stamped RCE 12,748 at the northern most angle point in the northerly boundary of said "Parcel 1" as shown on said Record of Survey filed in Book 15, at Page 99;

Thence, along the northerly boundary of said "Parcel 1", North 52° 22' 49" West, 115.36 feet;

Thence, leaving the northerly boundary of said "Parcel 1", South 34° 00' 00" East, 431.51 feet to the southwesterly boundary of said "Parcel 1", and the True Point of Beginning of Area C being designated here as Point C;

Thence, along the southwesterly boundary of said "Parcel 1", South 46° 44' 58" East, 64.93 feet;

Thence, continue along the southwesterly boundary of said "Parcel 1", South 2° 17' 57" West, 24.20 feet;

Thence, leaving the southwesterly boundary of said "Parcel 1", North 34° 00' 00" West, 82.83 feet to said Point C.

EXCEPT therefrom 5% of the value of all oil and minerals removed from said land through operations conducted thereon, including oil or minerals taken therefrom by so called slanting wells which may be bottomed on or under said land as reserved and excepted by Pacific Coast Railway Company, a California corporation in deed recorded December 30, 1942 in Book 335, Page 78 of Official Records.

**Parcel 3: (A.P.N. PTN: 076-172-029)**

That portion of the Subdivision of the Rancho San Miguelito, in the County of San Luis Obispo, State of California, according to map recorded May 29, 1880 in Book B, Page 96 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Westerly terminus of the course shown as "N 75° 18' 00" E 49.53' " in the Northwestern boundary of Parcel 1 as shown on a map filed in Book 14, Page 33 of Record of Surveys, in the Office of the County Recorder of said county; Thence along the boundary of said Parcel 1 as follows:

South 34° 12' 00" East, 68.46 feet,

South 55° 48' 00" West, 135.00 feet,

South 45° 38' 30" West, 240.25 feet to the beginning of a tangent curve concave northwesterly, having a radius of 570.00 feet; Southwesterly along said curve, through a central angle of 16°

36' 30", an arc the distance of 165.23 feet; tangent to said curve, South 62° 15' 03" West 703.44 feet to the beginning of a tangent curve, concave Southeasterly having a radius of 530.00 feet; Southwesterly along said last mentioned curve, through a central angle of 18° 44' 49", an arc distance of 173.41 feet and North 46° 29' 46" West 16.09 feet to the Northwesterly boundary of the land first described in the deed to the San Luis Obispo and Santa Maria Valley Railroad Co., recorded June 7, 1875 in Book G, Page 351 of Deeds in the Office of the County Recorder of said County; Thence Northeasterly along said Northwesterly boundary following its various courses to the point of beginning.

EXCEPTING therefrom 5% of the value of all oil and minerals removed from said land through operations conducted thereon, including oil or minerals taken therefrom by so called slanting wells which may be bottomed on or under said land as reserved and excepted by Pacific Coast Railway Company, a California corporation in deed recorded December 30, 1942 in Book 335, Page 78 of Official Records.

**Parcel 4: (A.P.N. PTN: 076-171-026)**

A strip of land across a portion of Lot Y of the Rancho San Miguelito, in the County of San Luis Obispo, State of California as designated according to the plat entitled "Part of the Rancho San Miguelito", filed in Book B, at Page 96 of Maps in the office of the Recorder for said County, more particularly described as follows:

Beginning at a 5/8 inch diameter rebar with cap stamped RCE 12,545 marking the corner common to Lots X, Y and Z as shown on that Record of Survey filed in Book 38, at Page 37 of Record of Surveys in the office of the Recorder for said County;

Thence, along the easterly boundary of Lot X as shown on said Record of Survey, North 01° 19' 05" East 469.61 feet to the northeast corner of that parcel of land conveyed to Port San Luis Harbor District by Grant Deed recorded September 3rd, 2013 filed as Document Number 2013-051115 of Official Records in the office of the Recorder for said County;

Thence, leaving the easterly boundary of said Lot X, South 88° 40' 55" East, 65.00 feet;

Thence, South 01° 19' 05" West, 469.56 feet to the northerly boundary of said Lot Z as projected easterly on said Record of Survey;

Thence, Westerly along the northerly boundary of said Lot Z, North 88° 40' 55" West, 65.00 feet to the point of beginning.

APN: 076-172-029

APN 076-171-017  
EUREKA ENERGY CO.,  
ET AL

APN 076-171-029  
EUREKA ENERGY CO.,  
ET AL

PORT SAN LUIS HARBOR DISTRICT  
GROSS AREA  
33.59 ACRES

APN 076-171-026  
EUREKA ENERGY CO., ET AL

PORT SAN LUIS HARBOR DISTRICT  
PARCEL 1  
1339 OR 714

**OBSERVABLE EVIDENCE OF EASEMENTS AND/OR SERVICES**

FOR THE RECORD, THE FOLLOWING EVIDENCE OF EASEMENTS AND/OR SERVICES WAS OBSERVED ON THE PROPERTY:

- 1. POWER AND TELEPHONE LINES CROSSING THE PROPERTY AND ACCESS OVER THE PROPERTY.

**BASE OF EASEMENTS**

THE BASE OF EASEMENTS IS THE LINE OF EVIDENCE OF EASEMENTS AND/OR SERVICES.

COMMON TO THE EASEMENTS IS THE LINE OF EVIDENCE OF EASEMENTS AND/OR SERVICES.

**REFERENCES**

- 1. RECORDS OF RECORDS.
- 2. RECORDS OF RECORDS.



**ALTA / ACSM LAND TITLE SURVEY**  
 THIS SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE ALTA SURVEYING ACT AND THE ALTA SURVEYING REGULATIONS.  
 A. A. TITLE RECORDS, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025.  
 (DATE OF SURVEY) 12/2024

EXHIBIT "B"  
Schedule of Performance

**Exhibit "B"**

**Harbor Terrace Schedule of Performance**

	<b>TASK</b>	<b>DURATION DAYS</b>	<b>START</b>	<b>FINISH</b>	<b>RESPONSIBLE PARTY</b>	<b>COMMENTS</b>
1	EIR (Harbor District = Lead Authority)	Complete	Complete	Complete	N/A	Harbor Commision approves and certifies in March + 30 day Appeal
2	Exclusive Right to Negotiate	Complete	Complete	Complete	N/A	Board review and approval
3	Development and Lease agreement	295	4/3/17	1/23/18	N/A	Harbor District and developer negotiate final agreement
4	Establish Final Scope and Budget for Consultant Team	295	4/3/17	1/23/18	RTA	After signing ERN, Involve Harbor District, County, other stakeholders as needed
5	Update Master Project Schedule	15	1/23/18	2/7/18	RTA	Involve Harbor District, County, other stakeholders as needed
6	Prepare Substantial Conformance docs and submittal package	120	8/10/17	12/8/17	Consultants	Project Team/Harbor District: Site studies, oport & constraints anal, refine site design, (START EARLY...AT RISK)
7	District Review of Substantial Conf.	15	12/8/17	12/23/17	District	
8	Process Substantial Conf. through County & review with other agencies as needed.	73	12/23/17	3/6/18	Agency	County said 6 weeks...allow add'l 4 for negotiations
9	Prepare Design Development Package	90	1/24/18	4/24/18	Consultants	Prelim eng, landscape, soils, green, elevations, update tech studies, environ. etc. (Start as soon as completing Subst. Conf & District review....at risk)
10	District Design Review 30%	30	4/24/18	5/24/18	District	This will include public comments
11	Grading & Infrastructure Improvement Plans - Design/Prepare Submittal Package	120	5/25/18	9/22/18	Consultants	Grading, Streets, Utilities etc.
12	Architectural Construction Drawings	120	5/25/18	9/22/18	Consultants	
13	Landscape Construction Drawings	90	6/23/18	9/21/18	Consultants	
14	District Design Review 60%	15	9/22/18	10/7/18	District	District review - CONSIDER MERGING THIS REVIEW IN TO 90% OR FINAL (SAVE 30-45 DAYS)
15	Revise Improv. Plans (Arch/Lndscp/Civil) if needed	7	10/8/18	10/15/18	Consultants	Revisions
16	District design review 90%	15	10/16/18	10/31/18	District	District Staff Review
17	Finalize Plans	20	11/1/18	11/21/18	Consultants	
18	District final approval of plans	15	11/22/18	12/7/18	District	Harbor District has final approval rights
19	Approvals From HUD as Required	30	12/8/18	1/7/19	Agency	Likely Required for RV Use
20	Process Infrastructure Improvement Plans (Plan Checking) for Signature	180	12/7/18	6/5/19	Agency	Submit to county for permit, County permit processing can take longer. Request grading permit early.
21	Receive Grading Permit	5	4/6/19	4/11/19	Agency	Assumes receive grading permit early w/grad. Plans - 120 day review. County may not allow.
22	Grading & Undergrounds	120	4/12/19	8/10/19	RTA	**Possible seasonal weather constraints
23	<b>Complete Site improvements</b>	90	7/11/19	10/9/19	RTA	Build roads, pads, common area landscape improvements, slope stabilization, finish site-work
24	Plan Checking & Process Building Permits for Restrooms, Cottages (decks etc.) & Ancillary Structures	90	12/8/18	3/8/19	Agency	Submit to county for permits for park models/cottages, (decks & landscaping etc.) Allows for Holiday slowdown on processing
25	Plan Checking & Process Building Permits for Commercial	150	12/8/18	5/7/19	Agency	Commercial building, restrooms etc...if modular, revise schedule (INPUT FROM FRAN)
26	RV Camp related improvements & Landscaping	90	7/11/19	10/9/19	RTA	All Base RV site improvements, campground and amenities
27	Install Restrooms, Cottages (decks etc.) & Ancillary Structures & Landscaping	45	7/11/19	8/25/19	RTA	These structures go through the permitting process a little quicker than commercial buildings
28	Commercial Building Construction & Landscaping	60	7/11/19	9/9/19	RTA	Assumes Modular
29	Certificate of Occupancy	21	9/9/19	9/30/19	RTA	
30	<b>Soft Opening</b>	1	10/19/19	10/19/19	RTA	
31	<b>Grand Opening</b>	1	11/18/19	11/18/19	RTA	

EXHIBIT "C"

Scope of Development of Project

**Exhibit "C"**

**Harbor Terrace Scope of Development**

01.08.2018

NAME	DESCRIPTION	COMMENTS
<b>HARBOR USES</b>		
Harbor Storage Area	Graded compacted pad, Utilities stubbed to site,	
Trailer Boat Storage Area	Graded, compacted pad	District may allow RV spaces on a portion of this site in future to help make up for lost RV spaces in plan area
Marine Gear Storage Area	Graded, compacted pad	
<b>BACKBONE INFRASTRUCTURE - (Roads, Utilities, Grading etc.)</b>		
Streets	Utilize existing roads where feasible; street widths approximately 20'	
Water Lines	New waterlines will be installed adequate to serve the site and fire needs.	
Water Facilities	An existing water tank will serve the site	
Sewer Lines	New sewer lines will be installed adequate to serve the site	
Sewer Facilities	The treatment plant is adequate to serve the site	
Drainage Facilities & BMPs	Drainage and BMP's will be handled in a series lined drainage swales and basins	
Grading	Many of the existing roads will be utilized to minimize grading. Other areas will be graded to meet soil engineers recommendations	Site plan is designed to minimize grading
Dry Utilities	Dry utilities will be extended throughout the site to serve the sites needs.	
<b>ON-SITE IMPROVEMENTS - (Buildings &amp; Vertical Units, Amenities, RV Spaces)</b>		
Recreation Building/Amenities	Fitness center, teen room, meeting room, and laundry facility located on the lower terrace with check-in building	
Check-In, Office, Store, Food and Beverage, Pool Facilities	Located on lower terrace per the CDP	Square footage will be under LCP requirement
Restrooms and Showers	Located throughout site for convenience	
RV Space Improvements	DG Pads, picnic table, water/electric	
RV Cabins	Grouping RV cabins together at top of sight per CDP	
Safari Tents	Small grouping of safari tents	
Drive-In Tent Spaces	Grouped together along Babe Lane per CDP, ratio to RV and Hotel Units per LCP	
Walk-in Tent Spaces	Located and sized per CDP	
Parking	Providing parking per LCP requirement	
Signage	Providing signage at entrances and directional throughout site	
Other amenities	Picnic areas and dog park	
Storage /Maintenance Buildings	Provides for resort maintenance and resort storage	
<b>LANDSCAPING &amp; ENVIRONMENTAL</b>		
Hardscape	Roads, commercial area, restroom areas, and dumpster areas	
Softscape	Consistent with CDP landscape plan	
Trails	Providing connections throughout site and to Avila Beach Drive	
Habitat Preservation/Open Space	Protected per CDP/Conditions of approval	
<b>OFF-SITE IMPROVEMENTS</b>		
Water Mainline Extension	Watermain to the site it adequate	
Sewer Mainline Extension	To be extended to existing lift stations	
Pedestrian Crossing	A crossings on Avila Beach Drive will be installed	Includes Traffic Control if needed
Lift Station 3 Upgrades	Includes upgrades to sewer lift station #3 as needed for HT	

EXHIBIT "D"

Site Plan

# SITE LAYOUT PLAN

## LEGEND

1. CHECK-IN STATION
  2. PICNIC AREA/ BBQ/ OVERLOOK
  3. CROSSWALK
  4. ENTRY SIGNAGE
  5. HARBOR USE SECURITY GATE
  6. STORAGE/ HOUSEKEEPING
  7. STAIRS/ SLIDES (SLIDES OPTIONAL)
  8. BOAT/ TRAILER STORAGE WITH SCREENWALL
  9. MARINE GEAR STORAGE/ EXPANSION AREA
  10. HARBOR STORAGE AREA
  11. FUTURE HARBOR BUILDING  
- 6,000 SF (3,000 SF footprint)
  12. MANAGER'S UNIT
- S COMFORT STATION  
P PARKING  
 TRAILS/ PATHS/ BOARDWALKS  
TR TRASH/ RECYCLING  
GC GOLF CART PARKING

## PROGRAM LEGEND

OVERNIGHT CAMPGROUND ACCOMMODATIONS			
RV Sites*	57		
RV/ RV Cabins	31		
Tent Cabins or RV Cabins (shared motor units)	18	111	
Tent Cabins or Car/ Tent Composites (shared motor units)	5		
Car/ Tent Composites	31	53	
Walk-in/ Bike-in Sites	22		
VISITOR SERVING COMMERCIAL USES		12,000 SF (1 lg 2 Stories)	
- Retail/ Restaurant - Meeting/ Conference - Office/ Lobby/ Reception - Storage/ Restroom/ Laundry - Picnic/ Gathering Area with BBQ			
HARBOR USES		70 spaces	
Trailer Boat Storage (10' x 25')		20 spaces	
Marine Gear Storage (20' x 40')		1.05 acre	
Harbor Storage Area Expansion Area		10,000 SF	
<span style="border: 1px solid black; border-radius: 50%; padding: 2px;">P</span> PARKING	48,000 SF		

\* Key RV Sites may need to be converted to RV Cabins if RV access is problematic.



# Port San Luis Harbor Terrace Campground CONCEPTUAL SITE LAYOUT PLAN

L1

EXHIBIT "E"

RESERVED

EXHIBIT "F"  
Estoppel Certificate

Lessor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: That certain ground lease dated \_\_\_\_\_, 201\_ (the "Ground Lease") for property located at \_\_\_\_\_ (the "Property"), by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_ ("Lessor") and \_\_\_\_\_, as lessee ("Lessee").

Lessee understands that \_\_\_\_\_ (together with its affiliates and respective successors and/or assigns, "Buyer") is considering an acquisition of the Property, and that Lessor, Buyer, and Buyer's potential lenders and their participants (and their respective successors and assigns) will be materially relying upon this letter in connection with such acquisition.

Therefore, with respect to the Ground Lease, Lessee hereby certifies to and agrees with Lessor and Buyer as follows:

1. The Ground Lease, a true and correct copy of which is attached hereto as Exhibit A, is in good standing and in full force and effect and has not been modified or amended, except as attached to Exhibit A hereto. The Ground Lease constitutes the entire agreement between Lessor and Lessee with respect to the Property and Lessee claims no rights with respect to the Property other than as set forth in the Ground Lease.

2. The Property demised under the Ground Lease are comprised of approximately \_\_\_\_\_ (\_\_\_\_\_) acres.

3. Lessee has accepted the Property and the Lessee has completed all construction and improvements required under the terms of the Ground Lease to be completed by Lessee and paid for all Lessee improvements required to be paid by Lessee under the terms of the Ground Lease.

4. The term of the Ground Lease commenced on \_\_\_\_\_ and will terminate on \_\_\_\_\_. Lessee has no options to renew or extend the term of the Lease except as follows (if not applicable, write "NONE"): \_\_\_\_\_

5. Lessee has paid Lessor a Security Deposit under the Ground Lease in the amount of \$\_\_\_\_\_. Lessee agrees that Buyer shall have no responsibility or liability for any Security Deposit, except to the extent such Security Deposit has been actually received by Buyer.

6. Current Rent under the Ground Lease is \$ \_\_\_\_\_, and is not subject to adjustment. Rent in the amount of \$ \_\_\_\_\_ has been paid through and including \_\_\_\_\_. No prepayments of Rent or other rents have been made in connection with the Ground Lease, except as follows (if not applicable, write "NONE"):

\_\_\_\_\_  
\_\_\_\_\_.

7. In addition to Rent, the Ground Lease provides for Lessee to pay its proportionate share of property taxes, insurance premiums, and common area expenses, all as defined in the Ground Lease, incurred by Lessor.

8. Lessee has not received any rental concession which is presently in effect or will in the future be in effect in connection with renting the Property and there are no offsets or credits against the payment of Rent due under the Ground Lease, except as follows (if not applicable, write "NONE"):

\_\_\_\_\_  
\_\_\_\_\_.

9. Lessee has no options or rights of first offer or refusal with respect to renting additional space or acquiring any additional interest in the Property, and/or options or rights of first refusal or similar rights with respect to renting or acquiring or expanding into any other property, except as follows (if not applicable, write "NONE"):

\_\_\_\_\_  
\_\_\_\_\_.

10. Lessee has no notice of any prior assignment, hypothecation or pledge of the Ground Lease or the rents due thereunder.

11. There is no default by Lessee or, to Lessee's knowledge, by Lessor under the Ground Lease nor any existing event or condition which, upon the giving of notice of lapse of time or both, would constitute a default by Lessee or, to Lessee's knowledge, by Lessor under the Lease except as follows (if not applicable, write "NONE"):

\_\_\_\_\_  
\_\_\_\_\_.

12. To Lessee's knowledge, the Ground Lease and each and every term, condition, covenant and agreement, including, without limitation, the agreement to pay rent, are binding on the Lessee and fully enforceable in accordance with their respective terms.

13. Neither Lessee nor, to Lessee's knowledge, Lessor has incurred any fee or commission with any real estate broker which would give rise to any lien right under state or local law.

14. The performance of all obligations of Lessee under the Ground Lease has been guaranteed by \_\_\_\_\_ pursuant to that certain Guaranty of Lease dated \_\_\_\_\_.

15. The current address to which all notices to Lessee as required under the Ground Lease should be sent is: \_\_\_\_\_.

16. The Ground Lease is terminable by Lessor upon satisfaction of the following conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The Ground Lease is terminable by Lessee upon satisfaction of the following conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Dated: \_\_\_\_\_, 201\_\_.

LESSEE:

\_\_\_\_\_  
\_\_\_\_\_.

By:  
Name:  
Its:

EXHIBIT "G"

Form of Memorandum of Lease

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Adamski Moroski Cumberland Madden & Green, LLP  
P.O. Box 3835  
San Luis Obispo, CA 93403-3835  
Attn: Jeffrey A. Minnery

**MEMORANDUM OF LEASE**

This Memorandum of Lease, dated for identification purposes only as of \_\_\_\_\_, 2018, is entered into by \_\_\_\_\_, ("Landlord") and \_\_\_\_\_ ("Tenant").

1. **Grant of Lease; Term.** For good and valuable consideration received, Landlord leases to Tenant, and Tenant leases from Landlord, that certain real property (the "Property") located in the County of San Luis Obispo, State of California, described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all buildings, structures, improvements and fixtures now or hereafter erected thereon during the initial term of the Lease, commencing on the Effective Date (as defined in the Lease) and ending on the fiftieth (50th) anniversary of the Effective Date (currently anticipated to be \_\_\_\_\_), subject to the terms, conditions, provisions and covenants of that certain Ground Lease (the "Lease") between the Parties hereto, dated for identification purposes only as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. All of the terms, provisions and covenants of the Lease are incorporated in this Memorandum of Lease by reference as though written out at length herein, and the Lease and this Memorandum of Lease shall be deemed to constitute a single instrument or document.

2. **Purpose of Memorandum of Lease.** This Memorandum of Lease is prepared for recordation purposes only, and it in no way modifies the terms, conditions, provisions and covenants of the Lease. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum of Lease and the Lease, the terms, conditions, provisions, and covenants of the Lease shall prevail.

3. **Counterparts.** This Memorandum of Lease may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

The Parties hereto have executed this Memorandum of Lease at the place and on the dates specified immediately adjacent to their respective signatures.

TENANT:

RTA HARBOR TERRACE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

LANDLORD:

PORT SAN LUIS HARBOR DISTRICT,  
a California harbor district

By: \_\_\_\_\_  
President, Board of Commissioners

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

EXHIBIT "H"

Permitted Exceptions

## EXHIBIT H - PERMITTED EXCEPTIONS

File No.: **4001-5094223**

Policy No.: **4001-5094223**

### **EXCEPTIONS FROM COVERAGE**

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

#### **The Following Matters Affect Parcels 1 through 3:**

1. General and special taxes and assessments for the fiscal year 2017-2018 are exempt.
2. Any claim that any portion of the land is below the ordinary high water mark.
3. Water rights, claims or title to water, whether or not shown by the public records.
4. Rights of the public in and to that portion of the land lying within Diablo Canyon Road and Avila Beach Road.
5. Rights of parties in possession.
6. An easement for private roads and incidental purposes, recorded October 15, 1892 in Book 17 of Deeds, Page 431.  
In Favor of: Ramona W. Willard  
Affects: an undisclosed portion of said land

The location of the easement cannot be determined from record information.

7. An easement for telephone lines and incidental purposes, recorded November 11, 1903 in Book 62 of Deeds, Page 136.  
In Favor of: Sunset Telephone and Telegraph Company  
Affects: an undisclosed portion of said land

The location of the easement cannot be determined from record information.

Note: The interest of Sunset Telephone and Telegraph Company, a corporation in and to said easement has since passed to Pacific Telephone and Telegraph Company.

The location of the easement cannot be determined from record information.

8. An easement for right to construct and maintain upon said land two water tanks, each of not more than 32 feet in diameter, and necessary pipe lines for the conveyance of water only and incidental purposes, recorded February 1, 1906 as Book 69, Page 22 of Deeds.  
In Favor of: Port Harford and other lands of the Estate of Luigi Marre, deceased  
Affects: a portion of said land

The location of the easement cannot be determined from record information.

9. An easement for right of way for the right to lay and maintain a 4" galvanized pipe for conveying and transporting water, together with the right to enter upon said land and incidental purposes, recorded May 5, 1917 as Book 115, Page 436 of Deeds.  
In Favor of: Casper O. Morse, et al.  
Affects: a portion of said land

The location of the easement cannot be determined from record information.

10. The terms and provisions contained in the document entitled An Agreement recorded April 27, 1938 as Book 236, Page 259 of Official Records.
11. An easement for road and incidental purposes in the document recorded September 30, 1965 as Book 14, Page 108 of Record of Surveys.
12. An unrecorded lease dated December 26, 1968, executed by Luigi Marre Land and Cattle Company, a California corporation as lessor and Diablo Canyon Corporation, a California corporation as lessee, as disclosed by a Memorandum of Lease recorded February 6, 1969 as Book 1506, Page 321 of Official Records.

Note: An Agreement amending and modifying the terms of said lease dated September 14, 1973, executed by Luigi Marre Land and Cattle Company, a California corporation; and Diablo Canyon Corporation, a California corporation recorded September 24, 1973 in Book 1745, Page 737 of Official Records; and as amended by an instrument recorded March 21, 1974 in Book 1770, Page 277 of Official Records.

Note: An Assignment of Lessee's interest in said lease was executed by John P. Ready, Trustee in bankruptcy of Diablo Canyon Corporation to Graylor Investment, Inc., a Texas corporation, recorded April 24, 1985 in Book 2699, Page 506 of Official Records.

Note: An Assignment of Lessee's interest in said lease was executed by San Luis Bay Estates, Inc., a California corporation to San Luis Bay Limited Partnership, a California limited partnership, recorded December 30, 1986 in Book 2933, Page 685 of Official Records.

The terms and provisions contained in the document entitled Memorandum of Sublease recorded March 17, 2015 as Instrument No. 2015-011558 of Official Records.

13. The terms and provisions contained in the document entitled Easement Agreement recorded December 4, 1969 as Book 1544, Page 738 of Official Records.
14. The terms and provisions contained in the document entitled San Luis Obispo Bay Boundary Agreement recorded May 1, 1970 as Book 1563, Page 588 of Official Records.
15. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed September 2, 1970 in book 17, page 43 .
16. An oil and gas lease executed by Luigi Marre Land and Cattle Company as lessor and Jack Weldon Wood as lessee, recorded March 31, 1980 as Book 2231, Page 390 of Official Records.
17. The Terms, Provisions and Easement(s) contained in the document entitled Construction Access and Drainage Easement Agreement recorded September 3, 2013 as Instrument No. 2013-051117 of Official Records.

18. An easement for electrical facilities; and incidental purposes, recorded September 3, 2013 as Instrument No. 2013-051118 of Official Records.  
In Favor of: Pacific Gas and Electric Company, a California corporation  
Affects: a portion of said land
19. The following matters disclosed by an ALTA/NSPS survey made by rrm design group on December 12, 2017, designated Job No. 0304-01:  
a. possible prescriptive easement for use of water tank

**The Following Matters Affect Parcel 4:**

20. Taxes and assessments not examined. A.P.N. 076-171-026
21. Covenants, conditions, restrictions and easements in the document recorded June 12, 1863 as Book B, Page 87 of Deeds, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955 (p)) or ancestry, to the extent such covenants, conditions or restrictions violate 42 U.S.C. § 3604(c), or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
22. An easement for road and incidental purposes, recorded October 15, 1892 as Book 17, Page 437 of Deeds.  
In Favor of: Ramona W. Willard  
Affects: an undisclosed portion of said land  
  
The location of the easement cannot be determined from record information.
23. An easement for pole line, ingress, egress and incidental purposes, recorded November 11, 1903 as Book 62, Page 136 of Deeds.  
In Favor of: Sunset Telephone and Telegraph Company  
Affects: an undisclosed portion of said land  
  
The location of the easement cannot be determined from record information.  
  
Note: All interest of Sunset Telephone and Telegraph Company, a corporation in and to said easement has since passed to Pacific Telephone and Telegraph Company.
24. An easement for water lines and incidental purposes, recorded August 30, 1915 as Book 105, Page 49 of Deeds.  
In Favor of: Estate of Luigi Marre  
Affects: portion of said land  
  
The location of the easement cannot be determined from record information.
25. An unrecorded lease dated December 26, 1968, executed by Luigi Marre Land and Cattle Company, a California corporation as lessor and Diablo Canyon Corporation, a California corporation as lessee, as disclosed by a Memorandum of Lease recorded February 6, 1969 as Book 1506, Page 321 of Official Records.

Document(s) declaring modifications thereof recorded September 24, 1973 as Book 1745, Page 737 of Official Records.

Document(s) declaring modifications thereof recorded March 21, 1974 as Book 1770, Page 277 of Official Records.

The Lessee's interest under the lease has been assigned to San Luis Bay Estates, Inc. by assignment recorded March 28, 1985 as Book 2690, Page 863 of Official Records.

The Lessee's interest under the lease has been assigned to Ardnek, Ltd., a California corporation by assignment recorded March 28, 1985 as Book 2690, Page 963 of Official Records.

The Lessee's interest under the lease has been assigned to Pacho Limited Partnership, a California limited partnership by assignment recorded December 30, 1986 as Book 2933, Page 654 of Official Records.

The terms and provisions contained in the document entitled "Notice of Rescission of Lease" recorded March 30, 1994 as Instrument No. 1994-020245 of Official Records.

The terms and provisions contained in the document entitled "Memorandum of Sublease" recorded March 17, 2015 as Instrument No. 2015-011558 of Official Records.

26. Covenants, conditions, restrictions and easements in the document recorded May 1, 1970 as Book 1563, Page 588 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955 (p)) or ancestry, to the extent such covenants, conditions or restrictions violate 42 U.S.C. § 3604(c), or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
27. The terms and provisions contained in the document entitled "Resolution ordering the Annexation of Tide and Submerged Lands to Port San Luis Harbor District" recorded November 14, 1977 as Book 2025, Page 730 of Official Records.
28. Covenants, conditions, restrictions and easements in the document recorded December 27, 1977 as Book 2035, Page 923 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955 (p)) or ancestry, to the extent such covenants, conditions or restrictions violate 42 U.S.C. § 3604(c), or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
29. The terms and provisions contained in the document entitled "Bylaws of the San Miguelito Mutual Water Company" recorded July 29, 1983 as Book 2507, Page 387 of Official Records.
30. The terms and provisions contained in the document entitled "Use Agreement" recorded April 28, 1989 as Instrument No. 26124 in Book 3306, Page 575 of Official Records.

- 31. An unrecorded lease dated June 8, 1994, executed by Luigi Marre Land & Cattle Company, a California corporation as lessor and Pacific Meridian Corporation, a Texas corporation as lessee, as disclosed by a Memorandum of Lease recorded June 9, 1994 as Instrument No. 1994-035571 of Official Records.

Document(s) declaring modifications thereof recorded February 7, 1995 as Instrument No. 1995-005376 of Official Records.

- 32. The terms and provisions contained in the document entitled "Amended and Restated Memorandum of Option Agreement" recorded February 13, 2008 as Instrument No. 2008-006749 of Official Records.

Document(s) declaring modifications thereof recorded July 31, 2008 as Instrument No. 2008-039440; April 21, 2009 as Instrument No. 2009-019867; August 26, 2009 as Instrument No. 2009-047911; December 4, 2009 as Instrument No. 2009-066834; and March 31, 2011 as Instrument No. 2011-015681; October 18, 2011 as Instrument No. 2011-050711; December 28, 2011 as Instrument No. 2011-065807 and October 4, 2012 as Instrument No. 2012-056393 all of Official Records.

- 33. The effect of a document entitled "Memorandum of Sublease" executed by San Luis Bay, Limited Partnership as "Sublandlord" and Port San Luis Harbor District as "Subtenant", recorded March 17, 2015 as Instrument No. 2015-011558 of Official Records.

As of the date of this report we find no assignment of lessee's interest between Pacho Limited Partnership, a California limited partnership and San Luis Bay, Limited Partnership.

- 34. Rights of parties in possession.
- 35. Water rights, claims or title to water, whether or not shown by the public records.
- 36. Any failure to comply with the terms, provisions and conditions of the lease referred to in Schedule A.
- 37. The following matters disclosed by an ALTA/NSPS survey made by rrm design group on December 12, 2017, designated Job No. 0304-01:
  - a. possible prescriptive rights for access to water tank.

NOTICE: This is a pro-forma policy furnished to or on behalf of the party to be insured. It neither reflects the present status of title, nor is it intended to be a commitment to insure. The inclusion of endorsements as part of the pro-forma policy in no way evidences the willingness of the Company to provide any affirmative coverage shown therein.

There are requirements which must be met before a final policy can be issued in the same form as this pro-forma policy. A commitment to insure setting forth these requirements should be obtained from the Company.

**Landlord and Tenant mutually agree and acknowledge that this Exhibit H shall be amended to include (1) a Memorandum of Sublease (reflecting District Use Areas); and (2) the District's reservation of Mineral Rights as identified in the Lease. The Amended Exhibit H will then replace and supplant this Exhibit H and bind the parties as if included in original executed Lease.**

Tenant \_\_\_\_\_

Landlord \_\_\_\_\_

EXHIBIT "I"

Rent Payments

**Exhibit I**  
**Rent Payments**

**1. Definitions**

- a. **General.** Terms in this Exhibit I, have the same meaning as the Lease, except for those specifically defined herein.
- b. **Rent Commencement Date.** "Rent Commencement Date", shall mean the date on which a Certificate of Occupancy, or equivalent, is issued pursuant to the Lease.
- c. **Gross Revenue.** "Gross Revenue", shall mean all of the following:
  - i. The entire amount of the price charged, whether wholly or partly for cash, on credit, or barter, or otherwise, for the transient use, whether day use or overnight use, of the Leased Premises by any person or entity (e.g., campers, guests, recreational vehicle users, and invitees), all food, beverages, goods, wares and merchandise sold, rented, leased, licensed or delivered, and all charges for services sold or performed in, at, upon or from any part of, or through the substantial use of, the Leased Premises by Tenant, any sublessee of Tenant, any licensee of Tenant, any third-party concessionaire or any other person, firm or corporation or by means of any mechanical or other vending device. For purposes of this Lease, all sales, rentals, leases or licenses which originate on the Leased Premises, are administered on the Leased Premises or for which the Leased Premises serves as a point of contact shall be deemed to be Gross Revenues. For example, the rental of a kayak by a sublessee, licensee or concessionaire operating on the Leased Premises, shall be considered Gross Revenue even if the kayak is neither stored, delivered or used on the Leased Premises and even if payment is not made or received on the Leased Premises.
  - ii. All gross income of Tenant, any sublessee of Tenant, any licensee of Tenant, any third-party concessionaire or any other person, firm or corporation or by means of any mechanical or other vending device or any other person, firm or corporation from any operations in, at, upon or from the Leased Premises;
  - iii. Without limitation, all deposits received and not refunded in connection with any transaction are included the earlier of 1) the month in which they are applied to a customer's account for a rental, service, etc. 2) forfeited; and
  - iv. All orders secured or received on the Leased Premises by telephone, mail, house-to-house, mail order catalogue or other canvassing by personnel operating from, reporting to or under the supervision of any employee, agent or representative located at or operating out of the Leased Premises for which Tenant, in the normal and customary course of its operations, would be credited or attributed to its business on the Leased Premises, or by other means, whether or not filled or delivered elsewhere.

Each transaction on an installment basis (including, without limitation, so-called "lay-away sales") or otherwise involving the lending of credit shall be treated as a sale for the full price in the month in which such transaction was entered into, irrespective of the time of payment or when title passes.

- d. **Exclusions from Gross Revenue.** "Exclusions from Gross Revenue" shall include:

- i. The net amount of cash or credit refunds or adjustments in fact made upon sales from the Leased Premises, where the merchandise sold or some part of it is returned by the "purchaser to and accepted by Tenant (but not exceeding, in any instance, the selling price of the item in question) but only if amounts have been previously included on Gross Revenue;
  - ii. Exchanges or transfers of merchandise between facilities of Tenant, where such exchanges or transfers are made solely for the convenient operation of Tenant's business and do not have the effect of consummating a sale which has been made in, at, upon or from the Leased Premises or of depriving Landlord of the benefit of a sale which otherwise would have been made at, upon or from the Leased Premises;
  - iii. Returns to shippers or manufacturers;
  - iv. Sales of fixtures, equipment and other property used after their substantial use in the conduct of Tenant's business on the Leased Premises;
  - v. The amount of any city, county, state or federal sales, luxury excise or gross receipts taxes now or hereinafter imposed on sales from the Leased Premises where such taxes are paid by Tenant (but not by any vendor of Tenant);
  - vi. If, after a credit has been included in Gross Revenues, it is written off as a bad debt, the unpaid amount of said credit sale may be deducted from the Gross Revenues made for any calendar year in which said unpaid amount is written off as a bad debt, but any payments thereafter made in connection therewith shall be included in the Gross Revenues for the calendar year in which such payments are made; however, the amount of credit so deducted in any one calendar year may not exceed one percent (1 %) of Gross Revenues;
  - vii. Any donation, where no collection of monies received by the Tenant such as promotional meals, charity meals, meals for employees, and promotional overnight stays of employees or infrequent guests;
  - viii. Tips for waitpersons separately identified on charge receipts or collected in cash by the waitperson.
- e. **Other.** For purposes of Gross Revenue pertaining to overnight visitor stays for recreational vehicles, tent sites, hotel/motel units and or RV Cabins, Landlord acknowledges that RTA Harbor Terrace, LLC will receive deposits in a given month for bookings/use of rental spaces/units in a future month. RTA Harbor Terrace, LLC reports these on its current accounting system as forfeitable deposits (a liability to customer) until such time as they are forfeited or the customer is provided the rental/use of the space. At such time, any amount relating to the rental or use of the space/units or the forfeiture is recorded on RTA Harbor Terrace, LLC accounting records as "Realized Revenue". For these Gross Revenues under this paragraph e., such amounts will be included in Gross Revenue and subject to the payment of Rent as specified in 2 below at the time they are included in RTA Harbor Terrace, LLC's accounting system as Realized Revenue as long as that is consistent with the time period in which they are reported by RTA Harbor Terrace, LLC for federal and state income tax purposes. Landlord and Lessee acknowledge that such accounting and terminology used in this Section 1. e. may be particular to RTA Harbor Terrace, LLC and successors or assignees of this Lease, do not account for such items in a similar manner. Accordingly to the extent that this Lease is transferred to a successor or assigned pursuant to the provisions specified elsewhere

within the Lease, Tenant acknowledges that this Section 1. e. provision will survive the succession or assignment of the Lease only in Landlord's sole discretion.

**2. Rent.**

- a. Unless otherwise specifically provided for in this Lease Exhibit I, beginning on the Rent Commencement Date, Tenant will pay to the Landlord Rent as calculated below:
  - i. Landlord and Tenant agree that to the extent the Rent Commencement Date begins on a date other than the 1st day of the month, rent for the partial month from the Rent Commencement Date to the last day of the month in which the Rent Commencement Date began ("Initial Partial Month"), Tenant will pay Landlord Ten Percent (10%) of Gross Revenue.
  - ii. Rent Year 1, defined as the first twelve months beginning with the month after the Initial Partial Month, Tenant will pay Landlord Ten Percent (10%) of Gross Revenue.
  - iii. Rent Year 2, defined as months thirteen through twenty-four beginning with the month after the Initial Partial Month, Tenant will pay Landlord Eleven Percent (11%) of Gross Revenue.
  - iv. Rent Year 3, defined as months twenty-five through thirty-six beginning with the month after the Initial Partial Month, Tenant will pay Landlord Twelve and One-Half Percent (12.5%) of Gross Revenue.
  - v. Rent Year 4, defined as months thirty-seven through forty-eight beginning with the month after the Initial Partial Month, Tenant will pay Landlord Fourteen Percent (14%) of Gross Revenue.
  - vi. Rent Year 5, defined as months forty-nine through sixty beginning with month after the Initial Partial Month, Tenant will pay Landlord Fifteen Percent (15%) of Gross Revenue.
  - vii. Rent Year 6 – End of Term, defined as each twelve month period beginning with the sixty-first month after the Initial Partial Month and continuing for each successive month or partial month (in the case of the last month of the Lease Term) until the 50 year term in Article 2 of the Lease has expired, Tenant will pay Landlord Fifteen Percent (15%) of Gross Revenue.

Without limiting the above, these percentages generally refer to overnight visitor stays, laundry facilities, and everything not set forth in Section 2.b and 2.c.

- b. **Percentage Rent for Sublease Income.** For any activity which Tenant acts as sublessor (except to a related party), Tenant shall pay to Landlord, rents as specified in 2.a. which are based on Tenant's sublease income received from the sublessor.
- c. For food and beverage and retail (gift shop, etc.) businesses which Tenant operates and is not subleasing, Tenant shall pay Landlord 8% of Gross Revenue.

3. **Negotiation of Rent.** During Rent Year 15 both Tenant and Landlord agree to meet and mutually discuss the Rent percentages set forth in Section 2 above; neither party is bound to any changes without mutual consent.

4. **Rent Payment Schedule.** Tenant agrees to pay Landlord the Rent as described in this Exhibit I – by the fifteenth (15th) day of the month following the month in which the Gross Revenue was generated. Rents must be paid in lawful money of the United States of America, made payable to Landlord. All payments shall be paid by Tenant to Landlord at Landlords address:

Port San Luis Harbor District  
3950 Avila Beach Drive  
P.O. Box 249  
Avila Beach, California 93424

or at such other place as may from time to time be designated by Landlord in writing at least ten (10) days prior to the next existing payment date.

a. **Delinquent Rent.** If Tenant fails to pay any rent or additional rent to Landlord when due, tenant will pay in addition to the unpaid rents, a five percent (5%) penalty plus interest at the rate of ten percent (10%) per annum for each day late. Failure to pay Rent as required under this Exhibit I will constitute a default as outlined in Section 13.1 of the Lease.

5. **Additional Rent Payments.** Landlord shall receive Additional Rent of One Hundred Thousand Dollars (\$100,000.00) in each of the first five years beginning on the Rent Commencement Date and on each anniversary of the Rent Commencement Date for the following four years.

6. **Revenue Smoothing.** Landlord currently requires \$625,000 revenue from the existing Harbor Terrace property to support business, safety, and facility operations. Beginning at the commencement of construction, Landlord will use best efforts to maximize revenue from these existing revenue sources (Nobi Point, Woodyard Point, RV overflow, Babe Lane, boat and gear storage) that will be impacted by construction of the Project. If requested by the Landlord, during the construction and during the first five (5) years beginning with the Rent Commencement Date, Tenant agrees to advance to Landlord future Rents in the following amounts:

Advance of \$300,000 or less – the Landlord will pay 0% interest.

Advance of any amount over \$300,000 - Landlord will pay 5% annual interest on that amount over \$300,000, any amount under \$300,000 will remain at 0%. The above mentioned advances will be paid back by the Landlord's Rents in excess of \$625,000 annually, but no more than \$50,000 per year.

7. **Negotiation of Rent for Additional Development of the Leased Premises.** Landlord may pursue additional development opportunities for the Leased Premises and adjacent areas including but not limited to 1) an LCP amendment for conversion of a portion of District Use Areas to RV/Cabin Sites and/or 2) acquisition of property adjacent to the Leased Premises following the closure of the Diablo Nuclear Power Plant (estimated to be 2025). Landlord and Tenant will negotiate the revenue sharing formula for overnight camping spaces developed on the District

Use Areas or adjacent areas should such additional spaces/revenue sources be developed and operated by Tenant.

8. **Revenue from Nobl Point and Woodyard Point.** Operations and revenue collection for overnight camping on both Nobl Point and Woodyard Point will be the responsibility of and inure to the benefit of Landlord until such time both Nobl Point and Woodyard Point are closed to overnight Camping. Closure date for Nobl Point and Woodyard will be dictated by California Coastal Commission and shall be no later than the date at which the Landlord's Rent received from Tenant from the Leased Premises exceeds \$625,000 annually exclusive of Additional Rent Payment in Section 5 or Revenue Smoothing Payments in Section 6 above.
9. **Revenue from Gear Storage, Boat Storage and other Ancillary Harbor Uses.** Revenue from these District Use Areas shall not be subject to Rent for the purpose of this Lease. Landlord shall be responsible for collecting rents from the Gear Storage, Boat Storage and other Ancillary Harbor Uses and such income will inure to the benefit of Landlord.
10. **Accounting Record/Audit.** Within fifteen (15) days after the close of each calendar month of the term of this Lease, Tenant shall render to Landlord, in a form satisfactory to Landlord, an account of its business transactions during the preceding month, setting forth in particular its Gross Revenue by category for said month. Landlord, at its request, shall be supplied copies of all California sales tax returns filed by Tenant. Tenant shall keep full, true and accurate books and records showing all of its business transactions on the Leased Premises, including a written explanation of income and expense report procedures and controls. Within one hundred twenty (120) days at the end of any Rent Year as provided in Section 2, Tenant shall provide Landlord with a copy of a complete annual audit prepared by a Certified Public Accountant, approved by Landlord. Said annual audit shall contain a report to Landlord including a breakout and analysis of Landlord's Gross Revenue from this Lease and such other detail as Landlord may reasonably request.

Landlord shall have the right, through its representatives, and at all reasonable times, to inspect all books and records involved in the determination of Gross Revenues, including State of California sales tax return records. Tenant hereby agrees that all such records and instruments are available to Landlord and that it shall make the same available at the Leased Premises to Landlord upon demand.

The books and records required to be kept by Tenant as provided for herein shall be made available at the Leased Premises for inspection by Landlord and such books and records shall be kept for a period of seven (7) years after the end of the period to which those books and records pertain. The receipt by Landlord of any statement or the payment of any percentage rental for any period shall not bind Landlord as to the correctness of the statement or the payment.

Landlord or its designee shall have the right to audit all books and records upon three (3) days' notice. In the event that Landlord audits any statement given to it by Tenant for any period, and the Tenant's statement for the period audited is found to have understated Gross Revenues by more than two percent (2%) and Landlord is entitled to any Rent as a result of the understatement, then Tenant shall pay all of Landlord's reasonable expenses and costs connected with the audit. Tenant shall cooperate fully with Landlord in conducting an inspection or audit of Tenant's books.

Tenant must submit to Landlord for Landlord's approval, sample forms which illustrate vending expense and control, as well as an explanation of vending control methods. If the Tenant expects to subcontract vending concessions, Tenant must supply to Landlord the following information in writing:

- (i) The net amount
- (ii) The name and address of the subcontractor.
- (iii) The subcontractor's reputation and industry experience. In the event that vending is subcontracted, Landlord will consider the Tenant to be the sole contact and responsible for the services it or its agents or subcontractors provide.

EXHIBIT "J"

RESERVED

EXHIBIT "K"

District Sublease

# SUBLEASE AGREEMENT

1. **Parties.** This sublease (the "**Sublease**"), dated for reference purposes only \_\_\_\_\_, 2018, is made by and between RTA HARBOR TERRACE, LLC, a Delaware limited liability company ("**RTA**" or "**Sublessor**") and PORT SAN LUIS HARBOR DISTRICT, a District formed pursuant to California Harbors and Navigation Code section 6000 *et seq.* (the "**Harbor District**" or "**Sublessee**").

2. **Subleased Premises.** Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor for the term, at the rental rate, and upon all of the terms and conditions set forth herein, that certain real property, including all improvements thereon, commonly known as a portion of Harbor Terrace located at Avila Beach Drive and Diablo Canyon Road, Avila Beach, San Luis Obispo County, California, consisting of: 70 trailer boat storage spaces, each space consisting of approximately 250 square feet for commercial use or use by the Harbor District (the "**Boat Storage Area**"); 20 marine gear storage spaces, each space consisting of approximately 800 square feet for commercial use or use by the Harbor District (the "**Marine Gear Storage Area**"); and an area of approximately 1.05 acres for use by the Harbor District for storage and including an area of approximately 10,000 square feet for expansion of the Harbor District (collectively, the "**District Yard**"), as identified on the Legal Description attached hereto as Exhibit A; and as graphically depicted on the Site Plan attached hereto as Exhibit B; and both incorporated herein by reference (collectively, the "**District Use Areas**" or "**Subleased Premises**"). To the extent there is a discrepancy between Exhibit A and Exhibit B following development of the District Use Areas, the benefit shall be granted to the Harbor District so as to provide the largest square footage of use.

3. **Term.** The term of this Sublease shall run concurrently with that certain Ground Lease by and between PORT SAN LUIS HARBOR DISTRICT, a California harbor district, as "Landlord", and RTA HARBOR TERRACE, LLC, a Delaware limited liability company, as "Tenant", for that certain real property known as Harbor Terrace and consisting of approximately thirty-four (34) acres (the "**Master Premises**"), with an Effective Date as of \_\_\_\_\_, 2018 (the "**Master Lease**"). The Master Lease has a Term of fifty (50) years following the Effective Date set therein, unless sooner terminated pursuant to any provision set forth in the Master Lease (the "**Master Lease Term**"). This Sublease Term shall run concurrently with the Master Lease Term (the "**Sublease Term**"). In the event that the Master Lease is terminated this Sublease shall terminate concurrently therewith.

4. **Rent.**

4.1 **Base Rent.** Sublessee shall pay to Sublessor as Base Rent for the Subleased Premises the following amount on the first day of each anniversary of the Sublease Term: One and No/100 Dollars (\$1.00).

4.2 **Additional Rent.**

(a) Sublessee shall pay to Sublessor as "Additional Rent" for the Subleased Premises, Sublessee's proportionate share ("**Sublessee's Proportionate Share**") of all utilities (water, electricity, trash, etc.) not separately submetered for the Subleased Premises, based on monthly statements submitted to the Harbor District by RTA (collectively, the "**Utilities**"). Sublessee's Proportionate Share of the Utilities shall be \_\_\_\_\_ (%). The Harbor District shall have the right, at District's expense, to install sub-meters for Utilities at any time during the Sublease Term.

(b) Sublessor shall provide Sublessee with copies of any and all statements, reports or back-up documents relating to any estimates or final calculations of Sublessee's Proportionate Share of the Utilities within ten (10) business days after receipt of request by the Harbor District.

4.3 **Rent Defined.** All monetary obligations of Sublessee to Sublessor under the terms of this Sublease (except for the Security Deposit) are deemed to be rent ("**Rent**"). Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing.

5. **Security Deposit.** There shall be no Security Deposit required to be paid by Sublessee to Sublessor.

6. **Use.** The Subleased Premises shall be used and occupied by the Harbor District in any manner consistent with the District Master Plan and the Harbor District may change use or develop the District Use Areas in any way it deems appropriate as consistent with the Master Plan. Currently, the Parties acknowledge the current uses as follows:

- Boat Storage Area - used by Permittees (defined below) to store trailers and boats on a short and long term basis.
- Marine Gear Storage Area - used by Permittees to store gear and equipment related to commercial fishing and ancillary activities.
- District Yard - used the Harbor District to store and stage material and equipment related to the operation of the Harbor District.

6.1 **Issuance of Use Permits.** The Harbor District shall be responsible for issuing use permits and the general management of the Boat Storage Area and the Marine Gear Storage Area, allowing the use of both storage areas by commercial fisherman and similar operators (the "Permittees"). A list of the active permits issued by the Harbor District to all Marine Gear and Boat Storage Permittees will be provided to RTA yearly on July 1<sup>st</sup>. Permittees shall be provided with policies and procedures related to storage, access, and security of the storage areas. All Permittees shall be given a set of rules for use of the storage areas, and enforced by the Harbor District at the Harbor District's sole cost and expense. A copy of the current rules for use of the storage areas shall be provided to RTA upon request.

6.2 **Controlled Access.** RTA hereby provides to the Harbor District and its Permittees, invitees, contractors and agents, a license to access the District Use Areas by, through, and over the Master Premises; provided however, that such access shall be directed to predominately the northwestern access parallel to Diablo Canyon Road. The Harbor District, its' Permittees or invitees, contractors or agents access shall use all reasonable efforts to avoid accessing the Subleased Premises via the Babe Lane entrance (main entrance to the Master Premises) or drive through the Harbor Terrace RV Park. Access to the District Use Areas and, in particular, the Boat Storage Area and the Marine Gear Storage Area, shall be controlled and monitored by the Harbor District and access to the District Use Areas shall be locked when applicable and at times conducive to not affect the normal operations of the Harbor. The Harbor District and the Permittees shall use commercially reasonable efforts to move trailers, equipment and materials between the hours of 6 a.m. and 6 p.m. (when feasible), and in all events to minimize the disturbance to the campers, day use and overnight guests staying at Harbor Terrace. Movement of materials to Marine Gear Storage Area may occur at times outside of the above designated hours, due to the nature of the commercial fishing business, but the Harbor District shall notify all such Permittees, invitees, contractors and agents of the importance to minimize the disturbance to the campers, day use and overnight guests staying at Harbor Terrace. Under no circumstances shall the Sublessor interfere with the Harbor District or Permittees access to the District Use Areas and any and all disputes regarding use and access shall be subject Section 9 below.

6.3 **Signage.** Signage acceptable to both RTA and the Harbor District shall be posted at the entrance to both the Marine Gear Storage Area and the Boat Storage areas indicating those areas are open to "Only District Authorized Personnel" or "Authorized Harbor District Use Only" or as agreed upon by the Parties.

6.4 **Repairs and Maintenance.** All repairs and maintenance required at the Subleased Premises shall be the sole responsibility of the Harbor District, at the Harbor District's sole cost and expense (unless any damage is done by RTA or RTA's invitees, contractors or agents). Any damage attributable solely to the Harbor District or the Harbor District's invitees, contractors or agents to the Master Premises shall be sole cost and responsibility of the Harbor District, including but not limited to any damage to the roadways or fencing of the Master Premises caused by the movement of trailers, equipment and materials to and from the District Use Areas over the Master Premises. The Harbor District shall not deposit or allow the deposit of any Hazardous Materials on the Subleased Premises.

Nothing in this agreement precludes the Harbor District from utilizing the District Use Areas for other Harbor District needs, provided such uses are in accordance with the terms and obligations of this Sublease. The Harbor District may pursue additional development opportunities within the District Use Areas, including but not limited to, a Local Coastal Plan amendment for conversion of a portion of the Boat Storage Area to RV/Cabin Sites.

## 7. **Master Lease.**

7.1 The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease or not applicable to this Sublease, in which event the terms of this Sublease document shall control over the Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Landlord" is used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "Tenant" is used it shall be deemed to mean the Sublessee herein.

7.2 The Harbor District shall not cause or permit any action, activity or use that would result in a breach of the covenants and obligations of Sublessor under the Master Lease.

7.3 Sublessee shall hold Sublessor free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, arising out of Sublessee's failure to comply with the terms of this Sublease.

8. **Future Development of the District Use Areas.** To the extent the Harbor District develops the District Use Areas, Sublessor will cooperate with the Harbor District in regards to increased activity and use resulting from construction provided, however, that the Harbor District will work to minimize disruption to Sublessors quiet enjoyment of the Master Premises. To the extent necessary or convenient for the Harbor District, Sublessor will grant the Harbor District easements for additional Utilities through and over the Master Premises to service the District Use Areas, provided that such utilities do not disrupt or inhibit the use of the Master Premises.

9. **Dispute Resolution.** The Parties mutually agreed to use good faith efforts to resolve any and all disputes related to the Harbor District and its Permittees use and access to the District Use Areas. To the extent disputes arise from time to time, all such matters shall be first resolved at the Harbor District Staff level with the coordination and assistance of the Harbor Manager. To the extent the disputes continue or persist, the Harbor Manager agrees to coordinate with the President of the Harbor District Board so as to put said dispute on the Harbor District agenda as a matter to be addressed by the Harbor District Board of Commissioners.

10. **Insurance.** The Harbor District shall carry insurance of the type and in the amounts, and with additional insureds (as applicable), as is customary for the Harbor District.

11. **Consent of Master Lessor.** No consent of the Master Lessor is required for this Sublease.

12. **No Brokers.** Each party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each party (the "Indemnitor") shall indemnify and hold harmless the other party from and against any and all claims, liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and litigation expenses) caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transaction contemplated hereby.

13. **Guaranty.** The Guaranty attached to the Master Lease as Exhibit L and any references to "Guaranty" or "Guarantor" in the Master Lease do not apply to this Sublease.

14. **Notices.** All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and shall be personally delivered or sent by United States certified or registered mail, postage prepaid, return receipt requested, or sent by reputable overnight courier (such as Federal Express, UPS or DHL with delivery confirmation) and addressed to the respective party as set forth in the Master Lease.

15. **Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, legal representatives and assigns of the parties hereto.

16. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

17. **Severability.** Any provision of this Sublease which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and all such other provisions shall remain in full force and effect.

18. **Counterparts.** This Sublease may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

19. **Governing Law/Venue.** This Agreement shall be construed, interpreted and governed by the laws of the State of California and the laws of the United States of America prevailing in California and Venue of any and all disputes shall be in the County of San Luis Obispo.

20. **Memorandum of Sublease.** Concurrently with the execution of this Sublease, the parties shall execute and thereafter record in the Official Records of the County Recorder's Office, a Memorandum of Sublease in the form of Exhibit C attached hereto (the "**Memorandum of Sublease**"), giving notice of the existence of this Sublease and the Term hereof.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first above written.

**SUBLESSOR:**

RTA HARBOR TERRACE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUBLESEE:**

PORT SAN LUIS HARBOR DISTRICT,  
a California harbor district

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President, Board of Commissioners

**ATTEST:**

APPROVED AS TO FORM:

ADAMSKI MOROSKI MADDEN  
CUMBERLAND & GREEN, LLP  
Landlord's Special Counsel

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

**[Attach copy of the resolutions of the District  
Board.]**

**EXHIBIT A**

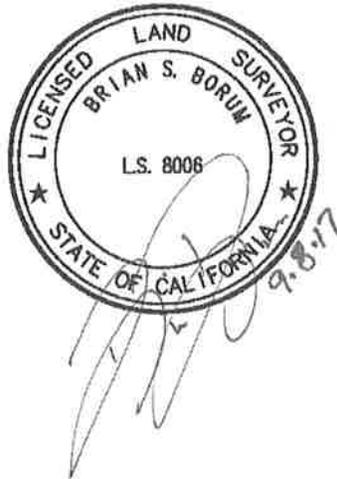
**Legal Description of the Subleased Premises**

**EXHIBIT A**  
LEGAL DESCRIPTION  
(LEASE AREA)

That portion of "Area A" described in Grant Deed to Port San Luis Harbor District recorded as Document No. 2013-051115 of Official Records and that portion of Parcel 1 of Trustee's Deed to Port San Luis Harbor District recorded in Book 2028 at Page 869 of Official Records lying within Lots X and Z of the Subdivision of Rancho Miguelito according to the map thereof recorded May 29, 1880 in Book B, Page 96 of Maps in the office of the County Recorder of San Luis Obispo County, State of California described as follows:

Beginning at the westerly most corner of said "Area A" as shown on Exhibit B of said Grant Deed to Port San Luis Harbor District recorded as Document No. 2013-051115 of Official Records; thence, North 41°31'46" East, along the northwesterly line of said "Area A". 436.37 feet; thence, South 40°09'12" East, 84.91 feet; thence, South 59°07'30" East, 158.80 feet; thence, South 40°04'09" West, 149.05 feet; thence, South 49°49'50" East, 106.60 feet; thence, South 38°59'29" West, 107.01 feet; thence, South 63°33'06" East, 109.32 feet; thence, South 27°38'41" West, 62.14 feet; thence, South 68°13'01" West, 63.47 feet; thence, North 47°40'55" West, 89.82 feet; thence, South 55°48'25" West, 198.43 feet more or less to the easterly line of "Area D" described in Grant Deed to Port San Luis Harbor District recorded as Document No. 2013-051113 of Official Records; thence, North 34°00'00" West, along said easterly line and the westerly line of said "Area A" 318.51 feet more or less to the Point of Beginning.

Containing 3.74 acres more or less



**EXHIBIT B**

**Graphic Depiction of the Subleased Premises**



EXHIBIT C

Memorandum of Sublease

**Exhibit C**

**Form of Memorandum of Sublease**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Adamski Moroski Cumberland Madden & Green  
P.O Box 3835  
San Luis Obispo, California 93403-3835  
Attn: Jeffrey A. Minnery

**MEMORANDUM OF SUBLEASE**

This Memorandum of Sublease, dated for identification purposes only as of \_\_\_\_\_, 2018, is entered into by \_\_\_\_\_, ("Sublessor") and \_\_\_\_\_ ("Sublessee").

1. **Grant of Sublease; Term.** For good and valuable consideration received, Sublessor leases to Sublessee, and Sublessee leases from Sublessor, that certain real property (the "Property") located in the County of San Luis Obispo, State of California, described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all buildings, structures, improvements and fixtures now or hereafter erected thereon during the initial term of the Lease, commencing on the Effective Date (as defined in the Lease) and ending on the fiftieth (50th) anniversary of the Effective Date (currently anticipated to be \_\_\_\_\_), subject to the terms, conditions, provisions and covenants of that certain Sublease (the "Sublease") between the Parties hereto, dated for identification purposes only as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. All of the terms, provisions and covenants of the Lease are incorporated in this Memorandum of Sublease by reference as though written out at length herein, and the Sublease and this Memorandum of Sublease shall be deemed to constitute a single instrument or document.

2. **Purpose of Memorandum of Sublease.** This Memorandum of Sublease is prepared for recordation purposes only, and it in no way modifies the terms, conditions, provisions and covenants of the Sublease. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum of Sublease and the Sublease, the terms, conditions, provisions, and covenants of the Sublease shall prevail.

3. **Counterparts.** This Memorandum of Sublease may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

EXHIBIT "L"

Guaranty

LIMITED GUARANTY AGREEMENT

This Limited Guaranty Agreement is made as of this \_\_\_ day of \_\_\_\_\_, 2018 by FLT EQUITY, LLC, a Delaware limited liability company ("Guarantor"), with an address of 2082 Michelson Drive, 4th Fl., Irvine CA 92612, to PORT SAN LUIS HARBOR DISTRICT, a California Harbor District ("Landlord"), with an address of P.O. Box 249, Avila Beach, CA 93424.

WITNESSETH

Guarantor has requested Landlord to enter into a certain Ground Lease dated \_\_\_\_\_, 2018, (hereinafter, together with any modifications or amendments, referred to as the ("Lease")) with RTA Harbor Terrace, LLC, a Delaware limited liability company, as the "Tenant" ("Tenant"), covering the development of certain unimproved real property as more particularly described in the Lease (the "Project"), and defined as the "Leased Premises" in the Lease.

To induce Landlord to enter into the Lease, the Guarantor hereby agrees to guaranty, as hereinafter provided, the performance by Tenant of certain construction and development costs contained in the Lease on the part of the Tenant to be performed thereunder on the Leased Premises. It is agreed and understood by the Parties that this Guaranty will apply in phases so as to limit Guarantor's obligations as certain phases are completed. Guarantor's execution and delivery to Landlord of this Limited Guaranty is a condition precedent to the lease of the Leased Premises to Tenant.

NOW THEREFORE, in consideration of the making of the Lease and other good and valuable consideration, including the undertakings herein contained, the Guarantor hereby agrees as follows, intending to be legally bound hereby:

1. Definitions. Unless specifically defined in this Limited Guaranty or the context clearly requires a different meaning, the capitalized word and phrases used in this Limited Guaranty have the same meanings ascribed to them in the Lease.

2. Limited Guaranty.

A. Subject to Paragraph 2(B) hereinbelow, and further subject to the termination provisions contained in Sections 2.5, 4.7, 4.12 and 12.2 of the Lease, Guarantor unconditionally and absolutely guarantees to Landlord the prompt payment, when due, of the costs of the Improvements made by Tenant to the Leased Premises pursuant to the Lease for each of the five (5) phases of construction described herein (each, the "Phase 1 Improvements" and the "Phase 2 Improvements", the "Phase 3 Improvements", the "Phase 4 Improvements", and the "Phase 5 Improvements") collectively, the "Guaranteed Obligations", and to ensure the performance and completion of the Guaranteed Obligations should Tenant fail to do so.

Phase 1 = Design & Processing, Proc. Fees -----	\$600,000
Phase 2 = Grading, Underground Utilities -----	\$1,722,689
Phase 3 = Site Improvements (Roads/Walls), Off-sites, Lighting, Harbor Uses -----	\$1,671,014
Phase 4 = Commercial Bldgs & Restrooms, Landscaping, Parking, Bldg Pmts -----	\$1,957,373
Phase 5 = RV/Campsite Improvements (Site Work only)-----	\$2,005,845
<b>Total:</b>	<b>\$7,956,921</b>

B. This Limited Guaranty shall guaranty the Guaranteed Obligations up to a maximum amount of Seven Million Nine Hundred Fifty Six Thousand Nine Hundred Twenty One Dollars (\$7,956,921.00) from and after the Effective Date of the Lease until the completion of the Phase 1 Improvements, at which time this Guaranty shall be reduced to \$7,356,921, and thereafter until the

and/or inventory and receivables), subordinated debt, accounts payable and accrued expenses, marked to market hedging obligations, capitalized lease obligations, guarantees of indebtedness without redundancy, contingent obligations, federal and state tax liabilities, together with any other unfunded obligations of Guarantor (including guarantees) and including purchase obligations, forward purchase obligations, forward equity sales and the pro rata share of joint venture debt. Notwithstanding the use of GAAP, the calculation of Total Liabilities shall NOT include any fair value adjustments to the carrying value of liabilities to record such liabilities at fair value pursuant to electing the fair value option election under FASB ASC 825-10-25 (formerly known as FAS 159, *The Fair Value Option for Financial Assets and Financial Liabilities*) or other FASB standards allowing entities to elect fair value option for financial liabilities. Therefore, the amount of liabilities that is included in the calculation of Total Liabilities shall be the historical cost basis, which generally is the contractual amount owed adjusted for amortization or accretion of any premium or discount.

5. *Financial Reporting.* Guarantor shall deliver to Landlord a quarterly financial statement as soon as available, but in no event later than 30 days after the end of each quarter commencing with the quarter ending March 31, 2018, and a copy of the bank account statement of Guarantor to reflect the Liquidity described in Paragraph 4.
6. All of Landlord's rights and remedies under this Guaranty are intended to be distinct, separate and cumulative and no right or remedy mentioned herein is intended to be an exclusion of or a waiver of any of the others. In the event of a default by Tenant or Guarantor, Landlord may seek recovery and enforcement of this Limited Guaranty without first exhausting its rights and remedies against Tenant.
7. No amendment or waiver of any provision of this Limited Guaranty shall in any event be effective unless the same shall be in writing and signed by Landlord and Guarantor. No failure on the part of Landlord to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
8. This Limited Guaranty is for the benefit of Landlord and shall not be assigned. This Limited Guaranty is binding not only on Guarantor, but on Guarantor's successors or assigns.
9. *No Third Party Beneficiary.* Except as expressly provided for herein, nothing in this Limited Guaranty shall be deemed to create any right in any person not a party hereto, and this instrument shall not be construed in any respect to be a contract in whole or in part for the benefit of any third person.
10. *Time of the Essence.* Time shall be of the essence in this Limited Guaranty with respect to all the Obligations.
11. *Adequate Consideration.* Guarantor represents and warrants that it has received adequate and sufficient consideration for the Obligations incurred under this Limited Guaranty.
12. This Limited Guaranty shall be governed by and construed in accordance with the laws of the State of California. Venue in any dispute relating to this Limited Guaranty Agreement, whether in federal or state court, shall be laid in San Luis Obispo County, California.
13. Upon a default by Tenant, Guarantor shall pay on demand all reasonable attorneys' fees and all other costs and expenses incurred by Landlord in connection with the preparation, enforcement, or collection of any amounts paid by Landlord to release any mechanic's liens recorded against the Leased Premises in connection with the construction of the Improvements. Guarantor shall pay all attorneys' fees and all other costs and expenses incurred by Landlord to enforce the terms of this Limited Guaranty.

**NOTARY ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California                    )  
County of Orange                    )

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, Notary Public, personally appeared Michael B. Earl, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

EXHIBIT "L2"

Budget of Phased Improvements

**EXHIBIT "L2"**

<b>EXHIBIT "L2"</b>			
<b>PHASE</b>	<b>HARBOR TERRACE - BUDGET - BY PHASE</b>		<b>COST</b>
1	<b>Design &amp; Processing</b>	Includes Planning, Engineering & Processing Etc.	\$600,000
<b>PHASE 1 SUBTOTAL</b>			<b>\$600,000</b>
2	<b>Slope Stabilization</b>	Native plantings - Hydro Seeding	\$41,549
2	<b>Water</b>	Served by 90,000 gal storage tank at top of hill	\$268,099
2	<b>Sewer</b>	Waste water services by Harbor District / Avila Beach CSD	\$302,354
2	<b>Storm Drainage Backbone</b>	Minimize impervious surfaces capacity	\$250,871
2	<b>Grading/Earthwork</b>	Low Impact - Minimize Export, Swap grading for Ret. Walls	\$759,816
2	<b>Impact Fees</b>	Dev. Impact Fees	\$100,000
<b>PHASE 2 SUBTOTAL</b>			<b>\$1,722,689</b>
3	<b>District Use Areas</b>	Trailer Boat, Harbor Use & Marine Gear Storage	\$357,235
3	<b>Dry Utilities-Electric</b>	Mainline	\$50,000
3	<b>Dry Utilities-Gas</b>	Mainline	\$50,000
3	<b>Street Improvements</b>	Meet criteria for 20 ton fire equipment	\$720,965
3	<b>Retaining Walls</b>	Retaining Walls	\$131,184
3	<b>Offsite Improvements</b>	Cross Walks, Traffic Control, Lift Station Upgrade, Steps	\$361,630
<b>PHASE 3 SUBTOTAL</b>			<b>\$1,671,014</b>
4	<b>Walk in Bike camping</b>	Picnic tables, fire pits, fin grade, sod, pkg. Etc.	\$94,550
4	<b>Drive in Tent Sites</b>	Includes Picnic Tables and Fire Pits	\$42,350
4	<b>RV Sites (30' X 60') - 1800SF</b>	Paved, Utilities, Picnic Tables, Fire Pits	\$1,095,540
4	<b>RV Cabin Sites (30' X 60')</b>	Park Model (including FF&E), Same as Above	\$177,480
4	<b>Camping Restrooms</b>	Portable, ADA Compliant, Utilities	\$304,000
4	<b>Public parking</b>	Entrance Parking Lot	\$73,780
4	<b>Parking Improvements</b>	Parking for Entrance, East & West, Campsites, RV & Walk-in	\$169,673
<b>PHASE 4 SUBTOTAL</b>			<b>\$1,957,373</b>
5	<b>Commercial Building</b>	Restaurants, Laundry, Restrooms, Office, Residence.	\$544,500
5	<b>Site Landscaping</b>	Between Spaces - 1 Tree Per Site/Basin Lndscp	\$421,132
5	<b>Parking Lot Trees</b>	1 Tree Per 6 Spaces	\$8,000
5	<b>Pool &amp; Deck</b>	Located by Commercial Buildings	\$305,000
5	<b>Site Landscaping</b>	Down light only, BMPs for Storm Water	\$150,000
5	<b>Landscaping - Backbone-Slopes</b>	Slope Stability	\$366,711
5	<b>Landscaping - Pads</b>	Add'l Landscaping-Level 1-4 Pads	\$10,502
5	<b>Permits</b>	Construction Permits	\$200,000
<b>PHASE 5 SUBTOTAL</b>			<b>\$2,005,845</b>
<b>TOTAL: PHASES 1-5</b>			<b>\$7,956,921</b>

EXHIBIT "L3"

Completion Sign-Off of Phased Improvements

**EXHIBIT "L3"**

PHASE	HARBOR TERRACE GUARANTY: PHASES & COMPLETION SIGN-OFF	COST	COMPLETION APPROVAL BY HARBOR DISTRICT		
			SIGNATURE	PRINTED	DATE
1	Design & Processing	\$600,000			
Completion Definition: County approval of grading permit					
2	Rough grading, underground mainline wet utilities (Sewer, Water, Storm Drain)	\$1,722,689			
Completion Definition: Rough grade & compaction complete, utility mainlines installed & connected (w/o laterals), trenches backfilled					
3	Roads, retaining walls, District/Harbor use areas, off-site improvements	\$1,671,014			
Completion Definition: Asphalt paving installed w/o final lift; retaining walls complete (not including landscape walls 3' or less in height); certification (or equivalent) of Harbor Uses pads w/utilities stubbed; lift station upgrades, cross walks and traffic controls complete					
4	RV & campsites improvements, restrooms, parking, lighting	\$1,957,373			
Completion Definition: RV & Campsites: pads graded and improved (DG/paving), amenities and utilities installed. Restrooms installed w/fixtures; lighting systems installed					
5	Building permits, commercial buildings & landscaping	\$2,005,845			
Completion Definition: Building permits issued, commercial building C of O, landscape improvements installed at 90% or more (minor aesthetic planting may trail)					
<b>TOTAL: PHASES 1-5</b>		<b>\$7,956,921</b>			