MEMORANDUM OF UNDERSTANDING

FOR AVILA BEACH SEA LIFE CENTER EXPANSION

This Memorandum of Understanding ("MOU") is entered into this 18th day of September 2012, among the following agencies: Avila Beach Community Service District, ("District"); San Luis Obispo County, ("County"); and, Avila Beach Sea Life Center, ("Center"), collectively also referred to as "Parties", to document an agreement to work together for mutual benefit, in connection with the potential expansion of the Avila Beach Sea Life Center in Avila Beach (Project).

WHEREAS, the Parties recognize the need for redesign and expansion of the Center in order to provide a better experience for youth and adults in viewing marine sea creatures and improved learning facilities for school classes, individuals and tourist groups; and

WHEREAS, County owns approximately 6,900 square feet of landscaped land ("Landscaped Land") within Avila Park to the west of the Center and operates Avila Beach Community Park as an active recreational facility south of the Center, all as depicted on Exhibit A; and

WHEREAS, District owns the parcel at 50 San Juan Street, Avila Beach, CA (APN 076-212-008) on which the Center has been constructed under a Lease Agreement dated October 24, 2001 between District and Center and is willing to consider options to make additional lands available for the redesign and expansion of the Center; and

WHEREAS, the County has agreed to consider a transfer of the Landscaped Land to the District for the purpose of future expansion of the Center.

NOW THEREFORE, in consideration of mutual promises set forth in this MOU, Parties agree as follows:

1. Parties will work together in cooperation with the San Luis Port District, California Coastal Commission and other Federal and State agencies toward realization of mutual goals of expansion of the Center, reduced County Parks costs and improved access to educational and recreational opportunities for the community of Avila Beach.
2. Center commits to provide all funds required for the potential expansion of the Center, including, without limitation, all costs of design, permitting, surveying, creation of public lot and merger, environmental work, construction, etc. to complete the redesign and expansion of the Center.
3. Center will secure and comply with all federal, state, and local permits and licenses required for the construction, operation, maintenance, and repair of the expansion of the Center, and will defend, indemnify and hold harmless the County and District against any

costs, fines or penalties that may be levied for failure to procure or to comply with such permits or licenses.

4. Center commits to provide all funds required to provide for all ongoing costs of operations, utilities, maintenance, and repairs, and all ongoing costs to provide educational and recreational programing at the Center.
5. County will allow access for consultants and other necessary personnel to the Landscaped Land west of the Center in order to conduct necessary studies for the environmental evaluation and project related surveys. Center shall secure Right of Entry Permit from County prior to entering Landscaped Land for these purposes.
6. County will consider transfer of Landscaped Land to the District for the purpose of the expansion project.
7. County operating costs for maintenance, repair and utilities will be reduced as a part of the project.
8. In lieu of monetary compensation and in consideration of District's offer to lease the Landscaped Land at $1.00 per year to the Center to accommodate the Center's expansion, County will consider the transfer ownership of the Landscaped Land to the District free of charge. Such transfer would be accomplished by Quitclaim Deed with a reversionary clause in the event the Center does not complete the expansion within a time period to be determined by the County. Nothing contained in this MOU shall be interpreted to predetermine the transfer of the Landscaped Land or to restrict County's full review and implementation of environmental review related to the transfer of the Landscaped Land pursuant to CEQA. Said transfer shall require a future public hearing before the County Board of Supervisors pursuant to Government Code Section 25365 after the environmental determination, a subdivision of the public lot, and General Plan Conformity Report are completed.
9. This MOU may only be revised or amended by mutual written agreement between the Parties. Either party may terminate this MOU by providing the other parties with thirty (30) days written notice of said termination.
10. The Parties shall designate a representative to act on the Parties' behalf with respect to the Project who shall be authorized to: render decisions on behalf of Parties and to carry out the Parties' obligations and responsibilities under this MOU Agreement; all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of design and construction of the anticipated project.

    The County Designated Representative shall be:
    Curtis Black, Deputy Director, Parks
    1087 Santa Rosa Street
    San Luis Obispo CA 93408
    805-781-5204
    cblack@co.slo.ca.us

The District Designated Representative shall be:
Peter Kelley
President
P.O. Box 309
Avila Beach, CA 93424
805-595-2664
avilacsd@aol.com

The Center Designated Representative shall be:
Priscilla Kiessig
Executive Director
50 San Juan Street
Avila Beach, CA 93424
805-595-7280

Avila Beach Community Service District:

Peter Kelley, President

Date: 7/25/12

Michaela Seitz
~~Jon Seitz~~, Legal Counsel

Date: 7/25/12

County of San Luis Obispo:

Jim Patterson, Chairman
Date: September 18, 2012

APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN
County Counsel
By: Shanna Matosjean
Deputy County Counsel

Date: 8/27/2012

Avila Beach Sea Life Center:

Priscilla Kiessig, Executive Director

Date: 6/22/12

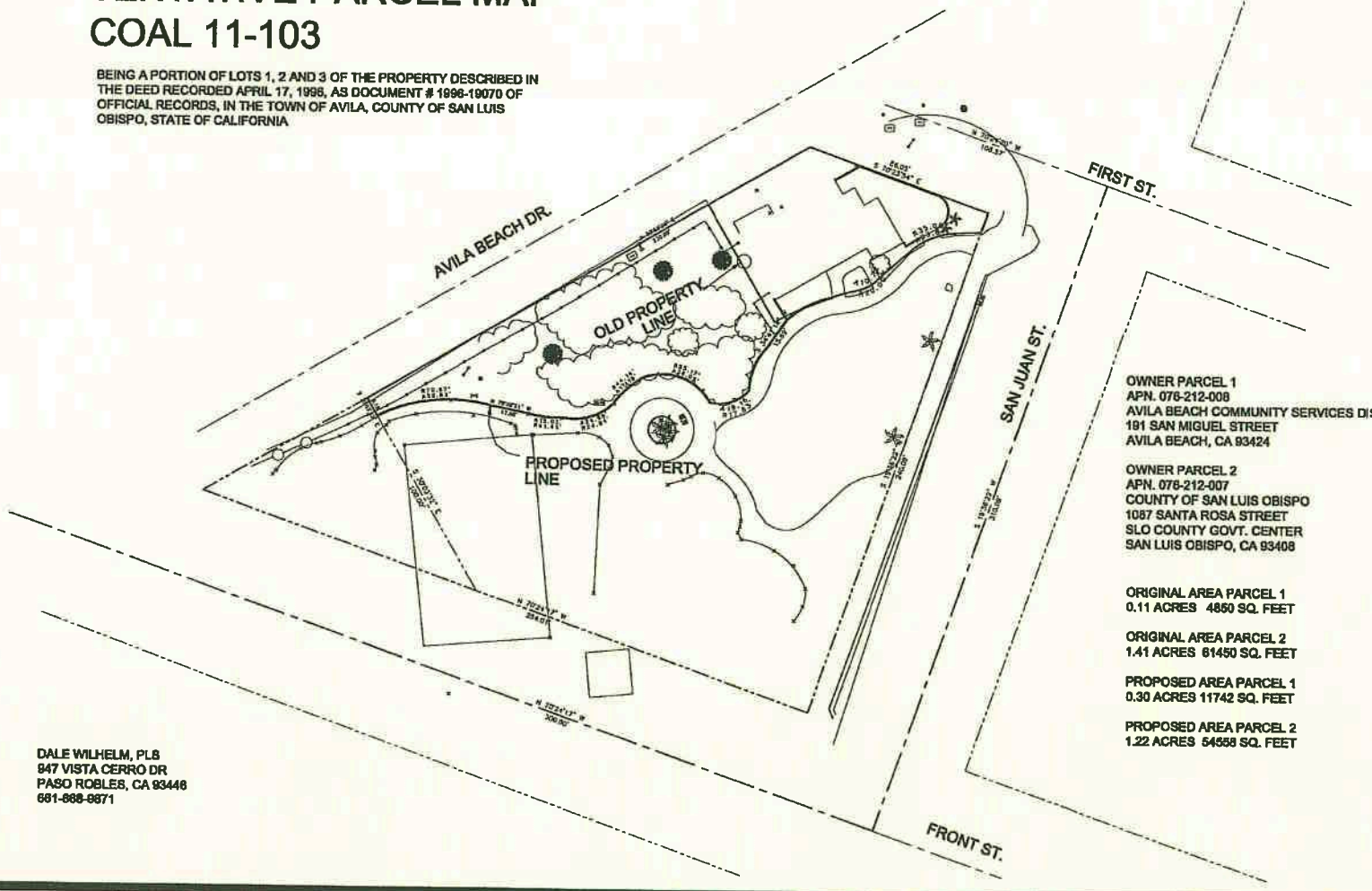
ATTEST:

Julie L. Rodewald, County Clerk-Recorder and Ex-Officio Clerk of the Board of Supervisors

By: Deputy Clerk

TENTATIVE PARCEL MAP
COAL 11-103

BEING A PORTION OF LOTS 1, 2 AND 3 OF THE PROPERTY DESCRIBED IN THE DEED RECORDED APRIL 17, 1996, AS DOCUMENT # 1996-19070 OF OFFICIAL RECORDS, IN THE TOWN OF AVILA, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA



OWNER PARCEL 1
APN. 076-212-008
AVILA BEACH COMMUNITY SERVICES DISTRICT
191 SAN MIGUEL STREET
AVILA BEACH, CA 93424

OWNER PARCEL 2
APN. 076-212-007
COUNTY OF SAN LUIS OBISPO
1087 SANTA ROSA STREET
SLO COUNTY GOVT. CENTER
SAN LUIS OBISPO, CA 93408

ORIGINAL AREA PARCEL 1
0.11 ACRES 4850 SQ. FEET

ORIGINAL AREA PARCEL 2
1.41 ACRES 61450 SQ. FEET

PROPOSED AREA PARCEL 1
0.30 ACRES 11742 SQ. FEET

PROPOSED AREA PARCEL 2
1.22 ACRES 54558 SQ. FEET

DALE WILHELM, PLS
947 VISTA CERRO DR
PASO ROBLES, CA 93446
661-668-9871