

**FIRST AMENDMENT TO COUNTY OF SAN LUIS OBISPO
LAKE MARINA CONCESSION
CONTRACT**

This First Amendment to the County of San Luis Obispo Santa Margarita Lake Marina Concession Contract is entered into by and between the County of San Luis Obispo, a public entity in the State of California ("County") and Rocky Mountain Recreation Company ("Concessionaire").

WHEREAS, on October 27, 2014 the County and Rocky Mountain Recreation Company, a California corporation, entered into a written contract for the concession operations at Santa Margarita Lake Marina; and

WHEREAS, the concessionaire expended a large investment to purchase boats and make improvements to the facilities to make the marina operational; and

WHEREAS, the term of the Contract offered a one year start-up period where there would be no fees paid to the county by the concessionaire in order to re-coupe some of the Concessionaire's initial investment; and

WHEREAS, the severe drought has resulted in the lake level being at 12% capacity and an inability to launch boats equating to lower attendance; and

WHEREAS, the concessionaire likely could not continue to remain in business without a start-up extension through December 31, 2016 to allow time for them to re-coup some of their initial investment; and

WHEREAS, in the best interest of the County to allow an option to extend the start-up period through December 31, 2016;

NOWHEREFORE, in consideration of the mutual promises, covenants, agreements, and conditions herein set forth, County and Lessee agree to amend the Contract as follows:

1. Paragraph 5, Rental, is hereby amended to extend the start-up period for the concessionaire delaying fees paid to the county through December 31, 2016 and revise the language in the first two sentences with the following:

"Rental payment shall be \$1,200 per month, payable in advance on the first of each month beginning January 1, 2017 provided all equipment and improvements are made by Concessionaire as set forth in Section 7, Use of Premises, Paragraph F. Beginning January 1, 2018, and every subsequent annual anniversary date thereafter, the preceding period's rent shall be adjusted upward according to any percentage rise in the Consumer Price Index (CPI)."

2. All other terms and conditions of the Contract shall remain unmodified and in full force and effect.
3. The First Amendment shall apply to all assignees of the Concession Contract

/////////////////////////////////NOTHING FURTHER PAST THIS POINT/////////////////////////////////

IN WITNESS WHEREOF, County and Concessionaire have executed this First Amendment as of the date last written below.

COUNTY OF SAN LUIS OBISPO

CONCESSIONAIRE:

Chairperson of the Board of Supervisors



Owner – Chet Roberts or Tracy Roberts
Rocky Mountain Recreation Company

Approved by the Board of Supervisors this on

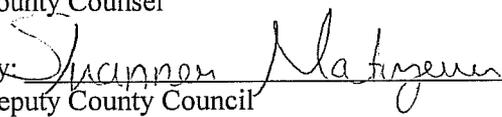
_____, 2016

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND
LEGAL CONTACT

Rita Neal
County Counsel

By: 
Deputy County Council

Date: 2/26/16