

CONSENT TO CONCESSION AGREEMENT

THIS CONSENT TO CONCESSION AGREEMENT (Consent) is provided by THE CITY OF SAN DIEGO, a California municipal corporation (City), to CAMPLAND LLC, a Delaware limited liability company (Lessee), to be effective upon execution by City and approval by the San Diego City Attorney, as follows:

RECITALS

- A. City and Lessee entered into the City of San Diego Percentage Lease, filed on April 4, 2017, as document No. RR-311006, in the Office of the San Diego City Clerk (hereinafter the "Agreement"), relating to City-owned real property located at 2211 Pacific Beach Drive, San Diego, California 92109, commonly known as "Campland on the Bay", and more particularly described in the Agreement (Premises).
- B. Lessee now desires to enter into a concession agreement with Adventure Water Sports, a Delaware limited liability company (Concessionaire) to allow Concessionaire to operate the business of renting personal water craft and boats from the Premises within the area designated in the concession agreement.
- C. The Agreement requires City's consent to any license or other right or appurtenant privilege to the Premises.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, City hereby consents to the grant of a license or other right or appurtenant privilege to the Premises, subject to the following:

- 1. Subject to the terms and conditions herein, City hereby consents to Lessee's request to grant a license or other right or appurtenant privilege to the Premises pursuant to a concession agreement with the Concessionaire. By giving this Consent, City is merely consenting to the requested concession agreement. All terms and conditions of the Agreement shall control and supersede any inconsistent or contrary provisions in any concession agreement executed between Lessee and the Concessionaire; and
- 2. City's Consent is conditioned upon Concessionaire's written agreement that it will assume all rights and obligations as a licensee under the Agreement and this Consent, as applicable to Concessionaire as the licensee of that certain portion of the Premises set forth in the concession agreement. Failure to ensure compliance with these obligations, and all other obligations of the Agreement, shall be considered a material default under the Agreement and may subject the Agreement to termination; and
- 3. City does not release, discharge or modify Lessee's obligations to City under the Agreement. As set forth in applicable law, Lessee's obligations under the Agreement shall survive said concession agreement and shall continue through the termination dates of the Agreement, as set forth therein; and
- 4. This Consent does not constitute consent to any subsequent concession agreement or license of any interest in and to the Agreement.

5. Lessee agrees to pay City any applicable processing and/or administrative fee(s) for processing this Consent.
6. City shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the concession agreement. Further, Lessee agrees to protect, defend, indemnify, and hold City, its elected officials, officers, representatives, agents, and employees harmless from and against any claim for any brokerage commission or finder's fee related to the consummation of this Consent, and from and against any cost or expense (including without limitation attorney fees) incurred by City in resisting any claim for any such brokerage commission or finder's fee.

IN WITNESS WHEREOF, this Consent to concession agreement is executed by City acting by and through its Mayor, or his designee.

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 11/21/17

By: [Signature]
Cybele Thompson
Director, Real Estate Assets Department

Planning Department - Environmental Clearance:

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities)

Date: 11/21/17

BY: Tom Tomlini, for
Name: ALYSSA MUTO
Title: DEPUTY DIRECTOR

Approved as to form this 22nd
Day of November, 2017

MARA W. ELLIOT, City Attorney

BY: [Signature]
Name: Hilda R. Mendaza
Title: Deputy City Attorney

EXHIBIT C

Water Sport Operating Plan

Adventure Water Sports, LLC www.adventurewatersports.com 2211 Pacific Beach Dr. San Diego, CA 92109 Office Phone Number: 858.581.9300 Email: jim@adventurewatersports.com
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Overview of Adventure Water Sports (AWS)

Owned by Jim and Amy McCoy, AWS has successfully operated water sport rental locations on Mission Bay for over 21 years. Operations include:

- The exclusive water sport concession at Campland on the Bay
- Wave Runner Rentals
- Aqua Cycle Rentals
- Paddle Board Rentals
- Power Boat Rentals

Operational Guidelines

AWS will explain to the operators of powered rental vessels, the local, state, and federal boating laws relevant to Mission Bay. This will include, but not limited to, speed limits, appropriate distances from boaters, bathers, and the shoreline; water skiing regulations; and age restrictions for vessel operation. In addition, alcohol and drugs should not be consumed while operating any vessel. The effects of alcohol and drugs will impair judgement and reaction times. Stressors, including the sun, wind, wakes, and ambient noise will also compound the impact of alcohol and drugs on vessel operation.

AWS will adhere to all directions provided by lifeguards, other representatives of the CITY of San Diego, or any other officer with authority to enforce local, state or federal law.

Vessel renters will be provided with a map of Mission Bay that includes Water Activity Zones and speed zones.

Identifying Markers

AWS employees wear a company shirt with a logo in clear view, as authorized employees and/or agents of the company.

Concession Site/Location

All business transactions are conducted at the AWS storefront address. All contracts are completed at the storefront address as well as all safety training.

Water Activity Zones and Areas of Special Interest

All AWS water sport rentals will adhere to San Diego Municipal Code (63.20.9) defining rules for boat beaching and launching.

Equipment

AWS shall maintain all water sport and operational equipment in sound working order and condition. Rental Agents will also demonstrate how to find the rental agreement in the event it is required by law enforcement.

Waivers

AWS will have on file a signed waiver from each participant, or their legal guardian if under 18 years of age, which holds the CITY, its agents, officers and employees harmless and indemnifies the same from any claims relating to the participants' activities on the CITY beach which arise from or are in any manner connected with the services provided to the participants under this Agreement.

Safety Precautions/Emergency Response Plan

AWS will maintain a record of the client's name, local contact number and type of equipment rented. AWS will make clients aware of known hazards, off limits areas and CITY of San Diego Municipal Code (63.20.2) Water Activity Zones and that any violations may result in a citation and/or injury. AWS will advise clients not to impede vessels in narrow channels and to be aware of and avoid shore fishing lines. AWS shall provide a properly fitting U.S. Coast Guard approved Type III or Type V personal flotation device to each client as required and demonstrate how to access fire extinguishers in powered vessels.

AWS will keep a Cal OSHA approved first aid kit at the dockside rental office and display a placard in the rental office with the following:

Direction to call 911 for an emergency with the following information;

- Location of the emergency
- Call back number
- Number of injured people
- Nature of the injury.
- CPR and choking procedures