

LEASE AGREEMENT

This LEASE AGREEMENT (“Lease”) is dated _____, 2024 (“Effective Date”) and is entered into by and between SAN MATEO COUNTY HARBOR DISTRICT (“Landlord”) and Pillar Point Harbor LLC., dba Pillar Point RV Park, a California limited liability company (“Tenant”). Landlord and Tenant are referenced in the aggregate as the “Parties” and sometimes, when a provision applies to each of them individually, as a “Party.”

RECITALS

A. Landlord hereby leases to Tenant and Tenant hereby Leases from Landlord, the property located at Pillar Point Harbor, Half Moon Bay, County of San Mateo, State of California, described as a portion of San Mateo County Assessor’s Parcel 047-263-010, consisting of approximately 60,700 square feet of space as depicted in Exhibit “A” (“Premises”), together with the non-exclusive right of ingress and egress over such other properties of Landlord not Leased to or occupied by other Tenants for purposes of access to and from the Premises.

B. Tenant currently occupies the Premises on a month-to-month tenancy.

C. The Parties wish to enter this Lease to set forth the terms and conditions for Tenant to continue its use of the Premises.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, Landlord and Tenant agree as follows:

AGREEMENT

1. Premises.

a. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, upon and subject to the terms and conditions of this Lease.

b. Tenant accepts the Premises in an “As Is” condition without representation or warranty, express or implied, and subject to all matters of record, and acknowledges and agrees that Landlord shall not be under any obligation to improve the Premises (including without limitation making improvements that may be required by law, changes in laws, or new laws).

2. Coastal Development Permit.

a. Tenant shall, at Tenant’s sole cost and expense, perform all work required of Tenant pursuant to the July 9, 2019, Coastal Development Permit PDP-18-006 (“2019 Coastal Development Permit”). See Exhibit “B”.

b. Tenant shall on Oct 1, 2024, January 1, 2025, April 1, 2025, and July 1, 2025, provide to Landlord a written update on Tenant’s progress towards and continuing compliance with the requirements of the Coastal Development Permit.

c. Tenant's failure to fulfill its obligations under the 2019 Coastal Development Permit within 365 days of the Effective Date shall be an event of default, subject to termination pursuant to Section 19 of this Lease.

3. Restroom Facility/Shower.

a. Tenant, at Tenant's sole expense, shall:

- i. remodel/replace the existing restroom facility within the Premises to comply with the American Disability Act,
- ii. submit all required building permits to remodel/replace the existing restroom facility within 60 days of the Effective Date.

Failure to complete the remodel/replacement of the restroom within 365 days following the issue date of all required permits, shall be an event of default, subject to termination pursuant to Section 19 of this Lease.

b. Landlord, based on facility use, may require Tenant, at Tenant's sole expense, to install an appropriate outdoor beach shower within the facility at a location to be mutually agreed upon by the Parties.

4. Use and Requirements of Premises.

a. Permitted Uses: Tenant shall have an exclusive right to operate and maintain an overnight camping area for recreational vehicles, including all services and activities related thereto ("Permitted Uses").

b. Additional Services: Subject to the prior written approval of Landlord, Tenant may provide additional uses and services, which are ancillary to, and compatible with the Permitted Uses, and not incompatible with other uses and services allowed or required for other tenants at Pillar Point Harbor ("Additional Services").

c. Services Permitted: Permitted Uses and Additional Services shall be the only uses and services permitted on the Premises. Tenant shall not use the Premises for any other purpose nor engage in any other business activity within or from the Premises without Landlord's prior written approval.

d. Cooperation: Tenant shall cooperate with all other tenants of Landlord who are operating in the vicinity of the Premises and shall conduct its operations to avoid unreasonable interference with the operations of other tenants. If the operations of Tenant are impaired because of any acts or omissions of such other tenant, Tenant shall have no claim against Landlord on that account.

e. Continuous Operation: Tenant shall continuously and diligently operate the Premises throughout the Term and shall keep or cause the Premises to be kept open for business for not less twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

f. Reasonable Interruptions: Tenant may request reasonable interruptions in its operations for periodic maintenance of the Premises, if it becomes necessary to change

the management of the Premises, or if the Premises should be closed and the business of Tenant is restricted or temporarily discontinued therein on account of strikes, lockouts, pandemic, disaster, or similar causes beyond the reasonable control of Tenant. Tenant shall make such request in writing to the Harbor District General Manager, who may waive Tenant's obligations under this Section, in the Harbor District General Manager's sole and absolute discretion.

g. Hazardous Materials: Tenant shall not cause or permit any Hazardous Materials to be generated, produced, brought upon, used, stored, treated, or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sub-tenants, or invitees in violation of any applicable laws, codes, ordinances, or regulations governing the same. As used in this Lease, the term "Hazardous Materials" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" now or subsequently regulated under any applicable federal, state, or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds, and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials that are subsequently found to have adverse effects on the environment or the health and safety of persons. Notwithstanding the foregoing, Tenant may use any ordinary and customary materials reasonably required in the normal course of Tenant's operations, so long as such use is in compliance with applicable laws and regulations.

h. Unlawful Discrimination/Harassment: Tenant shall not unlawfully discriminate, harass, or allow harassment against employees or applicants for employment because of race, color, religious creed, citizenship, political activity or affiliation, national origin, ancestry, disability (physical or mental), including HIV and AIDS, marital status, age (40 and above), medical condition (cancer/genetic characteristics), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local Laws. The Tenant shall not unlawfully discriminate, harass, or allow harassment against customers due to race, color, religious creed, citizenship, political activity or affiliation, national origin, ancestry, disability (physical or mental), including HIV and AIDS, marital status, age (40 and above), medical condition (cancer/genetic characteristics), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), or any other characteristics protected under federal, state, or local laws

i. Parking: Tenant and Tenant's invitees are permitted to park in unreserved, unassigned parking spaces adjacent to the Premises in compliance with San Mateo County Harbor District Ordinance Code. Landlord shall not be obligated to, but may, monitor use of such spaces, tow any vehicles at owner's expense, install any signs, or mark the spaces.

j. Use Restriction: Tenant shall not cause or permit the Premises to be used in any way that: (i) constitutes a violation of any law, ordinance, or governmental regulation or order regulating the manner of use by Tenant of the Premises (including, without limitation, any law ordinance, regulation, or order relating to Hazardous Materials); (ii) constitutes a nuisance or waste; or (iii) increases the cost of any insurance relating to the Premises paid by Landlord. Tenant shall obtain, at its sole cost and expense, all governmental permits, licenses, and authorizations of whatever nature required by any governmental agencies having jurisdiction over Tenant's use or improvement of the Premises. Further, Tenant, at its sole cost, will comply with all rules and regulations promulgated by Landlord, and make all improvements to the Premises that may be required by law, including changes in law and new laws'.

5. Term.

a. Term: The term of this Lease shall commence on the Effective Date and shall expire at 11:59 PM on June 30, 2026.

b. Option to Renew: Provided the Tenant is not in default, including, but not limited to complying with the requirements outlined in the 2019 Coastal Development Permit, the lease may be renewed for three (3) additional years. The first two (2) years, and the three (3) year renewal shall be referred to as the "Initial Term".

Upon written Notice, provided pursuant to Section 24, from Tenant to Landlord, which Landlord must receive no later than 120 days and no earlier than 180 days prior to the expiration of the Initial Term or any Additional Term (defined herein), the Lease may be extended by three (3) additional terms of up to five (5) years each (each an "Additional Term" and together with the Initial Term, the "Term"), provided Tenant is not in default. Failure to provide written Notice to Landlord within the specified period will result in the expiration of the Lease Term.

c. Removal of Property: Upon the expiration of the Term, or earlier termination of this Lease, Tenant shall remove all of its personal property, including trade fixtures, and return the Premises to their original condition. If Tenant does not remove all its personal property, Landlord may do so and may dispose of such property in any manner without liability to Tenant and Tenant hereby waives its rights under statutes and other laws to the contrary.

6. Taxes.

a. Personal Property Taxes: Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment, or any other personal property belonging to Tenant. Tenant shall use commercially reasonable efforts to have personal property taxed separately from the Premises. If any of Tenant's personal property is taxed with the Premises and paid by Landlord, Tenant shall reimburse Landlord the taxes for the personal property within (30) days after Tenant receives a written statement from Landlord for such personal property taxes, together with reasonable evidence showing the amount of personal property taxes paid by Landlord.

b. Possessory Interest Taxes: Tenant acknowledges that this Lease and Tenant's interest hereunder constitutes a possessory interest subject to property taxation, and as a result tenant is required to pay possessory interest taxes (a property tax) levied on that interest. Tenant shall pay such taxes, when due, to the levying authority.

7. Utilities.

a. Tenant shall be responsible for the payment of all utilities and services in connection with the Premises, including, but limited to, the following:

- i. Garbage and trash disposal,
- ii. Electricity,
- iii. Water,
- iv. Sewer,
- v. Telephone/Cable/Internet services,
- vi. Landscaping maintenance.

8. Rent.

a. Rent: On the first day of each calendar month, without offset, deduction, notice or demand beginning on the Effective Date, Tenant shall pay a monthly rent of \$15,782 ("Base Rent").

b. Cost of Living Adjustment: Beginning January 1, 2027, and on each subsequent January 1, rent shall increase by the greater of 3% or the percentage increase in the Consumer Price Index, All Urban Consumers ("CPI-U") for San Francisco-Oakland-Hayward, during the twelve-month period ending with the most recent month that has been published by the U.S. Department of Labor, Bureau of Labor Statistics. Landlord shall notify Tenant of the adjusted rent amount, but Tenant shall continue paying rent at the non-adjusted rate until such notice is delivered, at which point Tenant shall pay the amount of the unpaid adjustments since the adjustment date within ten (10) days after the notice is given.

b. Address: Rent shall be paid to Landlord at its address in Section 23 below, without deduction or offset, in lawful money of the United States of America or to such other place as Landlord may from time to time designate in writing.

9. Security Deposit.

a. Security Deposit: Tenant shall pay Landlord an amount equal to two (2) months of the Base Rent listed in Section 8(a), ("Security Deposit"). Such amount shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease. Landlord may use the Security Deposit, or any portion of it, to cure Tenant's default, to pay past due rent, to repair physical damage to the property or attachments, to compensate Landlord for any damage sustained by Landlord resulting from Tenant's default, or any and all of the foregoing. Tenant shall not be entitled to, and Tenant hereby specifically waives any requirement that Landlord pay interest on the Security Deposit. Tenant hereby waives all statutes and laws governing the use of such Security Deposit and agrees that this Section 9 shall govern in lieu thereof. In the event Tenant has substantially performed all of the terms and conditions of this Lease

throughout the Term, upon Tenant's vacating the Premises in the condition required by this Lease, the Security Deposit shall be returned to Tenant.

b. Maintenance of Security Deposit: Tenant shall replenish the Security Deposit, as needed, throughout the Lease term. Failure to do so shall be deemed a default and shall be grounds for immediate termination of the Lease. If any portion of the Security Deposit is withdrawn by Landlord for payment of default monies owed Landlord, Landlord shall notify Tenant in writing, and Tenant shall have thirty days to replenish the Security Deposit to its full amount.

10. Lease Guaranty.

Concurrently with Tenant's execution and delivery of this Lease, and as a condition to Tenant's rights under this Lease, Keet Nerhan, who is affiliated with or owns interests in Tenant and will benefit from Landlord entering into this Lease, shall execute and deliver to Landlord a lease guaranty in the form attached hereto as Exhibit "C."

11. Late Charges; Interest.

Tenant acknowledges that late payment of rent or other sums due will cause Landlord to incur costs, the exact amount of which will be difficult to ascertain; accordingly, if any installment of rent or any other sum due from the Tenant is not received by Landlord within five (5) days of the date on which it is due, Tenant shall pay to Landlord as additional rent, the sum of five percent (5%) of such overdue amount as liquidated damages. In addition, after rent payments are five (5) business days delinquent, the Tenant shall pay Landlord any attorneys' fees or notice/process service fees incurred by Landlord by reason of Tenant's failure to pay rent or other charges when due hereunder. In addition, all unpaid amounts shall accrue interest from the date due the lesser of the maximum rate allowed by law or five percent (5%) per annum until paid.

12. Alterations.

No structure, sign, or other improvement of any kind shall be constructed on the Premises by Tenant, its employees, agents, or contractors without the prior written approval of Landlord in each case. However, Landlord agrees that Tenant may replace existing signs provided they are of similar size and design with written approval by Landlord. Approval may be withheld, conditioned, or delayed in Landlord's sole and absolute discretion. In making any approved improvements or alterations, Tenant shall comply with all applicable laws, including prevailing wage laws (California Labor Code Sections 1720 et seq.) and shall defend, indemnify, and hold harmless Landlord as well as Landlord's members, officers, directors, contractors, subcontractors, agents, and employees, from and against any and all claims by contractors and subcontractors for prevailing wages. No approval by Landlord of any plans or specifications shall constitute: (i) approval of architectural or engineering sufficiency or representation; or (ii) warranty by Landlord as to the adequacy or sufficiency of the plans and specifications or the improvements contemplated for Tenant's use or purpose. Landlord, by approving the plans and specifications, assumes no responsibility or liability for any defect in any improvements constructed on the basis of the plans and specifications. Tenant expressly agrees to comply with all applicable signage ordinances.

13. General Maintenance and Repairs.

a. Tenant's Responsibility: Maintenance and Repairs:

Tenant shall during the term of this Lease, at Tenant's own cost and expense, maintain the Premises, and every part thereof, and including the exterior and interior of any structure leased or constructed and leased for the use of Tenant, all landscaping, and all trade fixtures, machinery, equipment, and other property situated in or upon the Premises, owned, operated, installed, or caused to be installed, or to be at, on or upon the Premises by Tenant, including all utilities, fixtures, and appurtenances owned, operated, installed, or caused to be installed on or upon the Premises in good, clean, safe and sanitary condition and repair. If Tenant fails to clean, maintain, or repair the Premises or portions of the exterior area under exclusive control of the Tenant, as required by this Section 13, Landlord may, upon a ten (10) days' prior written notice to Tenant, enter the Premises, as necessary, and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair within ten (10) days after delivery of invoice. Tenant shall fulfill all of Tenant's obligations under this Section 13 at Tenant's sole expense.

b. Landlord's Responsibility: Landlord shall not be required or obligated to make any changes, alterations, additions, improvements, or repairs in, on, or about the Premises, or any part thereof, during the term of this Lease.

14. Landlord's Access.

The duly authorized officers or representatives of Landlord shall have the right to enter the Premises during normal business hours and in emergencies at all times:

- i. To inspect the area and premises for compliance with the terms of this Lease;
and
- ii. For any other lawful purpose.

15. Signage Program.

Tenant agrees to comply with Landlord's regulations, policies, and guidelines governing signage, and pay costs and operational expense of installing and maintaining signage for the Premises.

16. Insurance; Indemnity.

Tenant shall procure and maintain insurance issued by an insurer reasonably satisfactory to Landlord. Landlord shall be named as an additional insured on all insurance policies of Tenant that are taken out under this Lease. The Tenant shall purchase, maintain, and keep in force during the term of this Lease at Tenant's sole cost and expense the following insurance:

a. Workers' Compensation: Workers' Compensation as required by the statutory laws of the State of California Labor Code.

b. Commercial General Liability: Commercial General Liability with accompanying "Additional Insured" endorsement documents. All endorsements shall clearly state the policy number.

- i. Commercial General Liability policies shall include endorsements naming San Mateo County Harbor District, Its Commissioners, Officers, Agents, Volunteers, and Employees as additional insureds.
- ii. Endorsements for General Liability shall state that the Tenant's insurance is "primary" and San Mateo County Harbor District is "non-contributory," or copies of the complete policy which state the equivalent may be submitted in their entirety.
- iii. Minimum Insurance Requirements – General Liability Insurance:
 - Two million dollars (\$2,000,000) each occurrence (combined single limit);
 - Two million dollars (\$2,000,000) for personal injury liability;
 - Four million dollars (\$4,000,000) in the aggregate; and
 - One million dollars (\$1,000,000) for damage to rented premises.

Or other means of coverage acceptable to Landlord as confirmed in writing.

c. Property Insurance: Property Insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

d. Certificate of Auto Liability Insurance: Certificate of Auto Liability Insurance with accompanying "Additional Insured" endorsement documents. All endorsements shall clearly state the policy number.

- i. Commercial Auto Liability policies shall include endorsements naming San Mateo County Harbor District, Its Commissioners, Officers, Agents, Volunteers, and Employees as additional insureds.
- ii. Endorsements for Auto Liability shall state that the Tenant's insurance is "primary" and San Mateo County Harbor District is "non-contributory," or copies of the complete policy which state the equivalent may be submitted in their entirety.
- iii. The Auto Liability Insurance requirement may be waived if Tenant and Tenant's employees will not be using any vehicle for business purposes on Landlord's property. This waiver will only be effective if the Tenant signs and delivers to the Landlord a waiver form for non-auto use.
- iv. Minimum Insurance Requirements – Auto Liability Insurance:
 - One million dollars (\$1,000,000) per occurrence for bodily injury and/or property damage; and
 - Policy shall cover any auto.

e. Certificate of Insurance for Claims arising out of the Americans with Disabilities Act: Tenant shall, at its sole cost and expense, obtain an insurance policy with coverage for claims arising out of the Americans with Disabilities Act (ADA). In the event that Tenant cannot obtain such coverage, Tenant shall provide Notice to Landlord, along with an explanation about Tenant's inability to obtain such coverage. Landlord may, in its sole and absolute discretion waive the requirement to obtain insurance coverage for claims arising out of the Americans with Disabilities Act.

f. Written Notice of Cancellation: All policies shall state by their terms and by an endorsement that said policy shall not be canceled until District shall have had at least thirty (30) days written notice of such cancellation.

g. Certificate(s) of Insurance: Tenant shall deliver to Landlord, certificate(s) of insurance evidencing that such insurance is in force and effect and evidencing that Landlord, as well as Landlord's, members, officers, directors, contractors, subcontractors, agents, and employees have been named as an additional insured thereunder, if applicable. As a material part of the consideration to Landlord, Tenant shall indemnify, defend (with counsel acceptable to Landlord) and hold Landlord, as well as Landlord's, members, officers, directors, contractors, subcontractors, agents, and employees harmless from any third party loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property (collectively, "Claims") arising from or related to Tenant's use of the Premises before, during, and after the Term, the conduct of Tenant's business and/or any act or omission of Tenant, its employees, agents, contractors or invitees. All obligations under this Section shall survive the expiration or termination of this Lease.

h. Notice of Cancellation: All policies shall state by their terms and by an endorsement that said policy shall not be canceled until Landlord has had at least thirty (30) days written notice of such cancellation.

i. Indemnification: As a material part of the consideration to Landlord under this Lease, Tenant shall promptly indemnify, defend (with counsel acceptable to Landlord) and hold Landlord, Landlord's, members, officers, directors, contractors, subcontractors, agents, and employees (collectively, the "Landlord Indemnified Parties") harmless from any loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees and expenses) of any kind or character to any person or property (collectively, "Claims") arising from or related to (i) any act or omission of Tenant Parties within the Premises; (ii) the use of the Premises for the conduct of Tenant's business by Tenant or any other Tenant Parties, or any other activity, work or thing done, permitted or suffered by Tenant or any Tenant Parties, in or about the Premises, or done or permitted by Tenant or any other Tenant Parties in or about the Property; and/or (iii) any default by Tenant of any obligations on Tenant's part to be performed under the terms of this Lease. In case any action or proceeding is brought against Landlord or any Landlord Indemnified Parties by reason of any such Claims, Tenant, upon notice from Landlord, agrees to promptly defend the same at Tenant's sole cost and expense by counsel approved in writing by Landlord. Tenant agrees to indemnify, defend and hold Landlord Indemnified Parties harmless from and against any loss, cost, expense, damage or liability, including reasonable attorneys' fees and court costs, incurred as a result of a claim by any person or entity (i) that it is entitled to a commission, finder's fee or like payment in connection with this Lease, or (ii) relating to or arising out of this Lease or any related agreements or dealings. All obligations under this Section shall survive the expiration or termination of this Lease, including with respect to any injury, illness, death or damage occurring prior to such expiration or termination. For the purpose of this section, "Tenant Parties" shall mean Tenant and its contractors, clients, customers, suppliers, officers, directors, employees, representatives, licensees, agents, guests, invitees, or any other permitted occupant or user of the Premises.

17. Disclaimer; Risk of Loss.

Landlord Indemnified Parties shall not be liable for loss or damage to any property by theft or otherwise, nor for any injury to or damage to persons or property resulting from an accident, including without limitation fire, explosion, falling plaster, steam, gas, electricity, windstorm, water or rain which may leak from any part of the Property or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or for any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the gross negligence or willful misconduct of Landlord's agents, contractors, servants, or employees. Landlord or its agents shall not be liable for interference with the light, or loss of business by Tenant, nor shall Landlord be liable for any latent defect in the Premises or in the Property. Tenant shall give prompt notice to Landlord in case of fire accidents in the Premises or on the Property or of defects therein or in the fixtures or equipment.

18. Damage or Destruction.

If a total destruction (the rendering totally unusable fifty percent (50%) or more of Tenant's improvements on the Premises), or a partial destruction (less than fifty percent (50%)) occurs to Tenant-owned improvements, the loss of which is covered by the insurance required by this Lease, Tenant shall within ninety (90) days thereafter commence and diligently prosecute the repair, restoration, or replacement such that the completed work, which may be different in design, shall be equal in value, quality, and use to the condition of the improvements before the event giving rise to the work. If any of the Tenant-owned improvements are damaged or destroyed by any casualty not covered by the insurance provisions of this Lease, and if the Premises are hereby rendered unfit for the uses prescribed herein, Tenant shall have the option of: (i) clearing the land and returning it as it was at any time prior to the inception of this Lease, in which event Tenant may terminate this Lease; or (ii) rebuilding the structure(s) in such a way that it would be comparable in use and value (but not necessarily design) to the structure(s) which had existed prior to the casualty.

19. Default and Remedies; Holding Over; Waiver of Relocation Assistance.

a. Events of Default. Should Tenant be in default with respect to any monetary obligation pursuant to the terms of this Lease for a period of five (5) days after written notice from Landlord, or should Tenant fail to cure any other default under this Lease within thirty (30) days after written notice from Landlord, then Landlord may treat any such event as a material breach of this Lease. Provided, that if such default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default of this Lease if Tenant commences to cure the default within the thirty-day period and diligently and in good faith continues to cure the default. In addition to any or all other rights or remedies of Landlord provided by law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to Tenant, or any other person, to immediately terminate this Lease by written notice to Tenant and to re-enter and take possession of the Premises and remove all persons and property therefrom, and dispose of any property in any manner, without liability to Tenant. The form of notice of default hereunder may be in the form required by unlawful detainer statutes, such that Landlord need not give additional cure time to Tenant before termination and unlawful detainer proceedings.

b. Remedies; Damages. If Landlord terminates this Lease based on a default by Tenant, Landlord shall have rights to damages as provided by California Civil Code Section 1951.2. Landlord may also keep this Lease in effect and sue for rent as it comes due under California Civil Code Section 1951.4. Landlord reserves all of its equitable remedies, including rights to obtain injunctive relief.

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

(Tenant's Initials)

20. Waiver by Landlord.

Any waiver by Landlord of any default or breach of any covenant, condition, term, and agreement contained in this Lease shall not be construed to be a waiver of any subsequent or other default or breach. The rights, powers, options, privileges, and remedies available to Landlord under this Lease shall be cumulative.

21. Attorneys' Fees.

Should either party to this Lease resort to litigation to enforce any provision of this Lease, the prevailing party shall be entitled to its attorneys' fees and reasonable costs incurred in litigating any dispute. However, if reasonable, prior to commencing litigation, the parties agree to meet and use good faith efforts to resolve their dispute within sixty (60) days.

22. Environmental Protection Provisions.

In addition to all other duties and obligations imposed upon Tenant by this Lease with respect to care and maintenance of the Premises, and the conduct of Tenant's business thereon, Tenant, by signing this Lease, expressly covenants and agrees to comply with all applicable provisions of and amendments to governmental laws and regulations related to environmental protection, including any laws or regulations that may impose requirements upon the San Mateo County Harbor District as a governmental agency.

23. Prohibition on Assignment and Subletting.

Tenant may not sublet or assign the Premises, or any portion of the Premises, or otherwise transfer its interest under this Lease without Landlord's prior written consent, which consent shall not be unreasonably withheld. Any attempted assignment, sublet, or transfer made in violation of this provision shall be void. If Tenant requests Landlord's consent to an assignment or subletting, then Tenant shall pay to Landlord, as additional rent, within ten (10) days after written demand, Landlord's actual attorneys' fees incurred in connection with evaluating the request and any assignment documents or sublease

and in connection with processing any required documents, or \$10,000.00, whichever is greater.

24. Notices.

All notices, demands, and requests that may be given or which are required to be given by any party to this Agreement must be sent by (i) certified U.S. mail, postage prepaid, return receipt requested; or (ii) a recognized private courier company (i.e., UPS, FedEx), to the following addresses, and shall be deemed delivered upon the date received:

To Landlord: San Mateo County Harbor District
P.O. Box 1449
El Granada, California, 94018
Attn.: General Manager

To Tenant: Pillar Point Harbor LLC
Mr. Keet Nerhan
P.O. Box 158
Half Moon Bay, Ca 94019

25. No Principal/Agent Relationship.

Nothing contained in this Lease shall be construed as creating the relationship of principal and agent, or of partnership or joint venture between Landlord and Tenant.

26. General Manager as Authorized Agent.

The General Manager of the San Mateo Harbor District is authorized to take any and all actions and to make any and all determinations on behalf of the Landlord for the purposes of this Lease.

27. Joint and Several.

If Tenant consists of more than one person, the obligation of all such persons shall be joint and several.

28. Complete Agreement.

This Lease constitutes the entire agreement between Landlord and Tenant pertaining to the specific subject matter of this Lease and supersedes all prior and contemporaneous agreements, representations, and understandings of Landlord and Tenant, oral or written.

29. Modification.

No supplement, modification, amendment, or change in any terms of this Lease shall be binding on the Parties unless in writing and executed by Tenant and Landlord.

30. Severability.

If any provision of this Lease or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the

remaining provisions of this Lease and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.

31. Applicable Law and Venue.

This Lease shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The parties consent to the jurisdiction of the California courts with venue in San Mateo County.

32. Counterparts.

This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

33. Time of Essence.

Time is of the essence of every provision of this Lease in which time is a factor.

34. No Brokers.

Each Party represents and warrants that it has not engaged a broker, salesperson, or finder to whom fees or commissions might be owed, and shall defend, indemnify, and hold harmless the other Party from and against any and all claims and liabilities for fees or commissions based on communications with such broker, salesperson, or finder.

35. In Trust.

The parties hereto acknowledge that Landlord holds all portions of the District (including, but not limited to, the Premises and tidelands) in trust for the People of the State of California. As trustee, Landlord must exercise continuous supervision and control over the Premises. This Lease is subject to Landlord's obligation, as trustee, with respect to the Premises, as such obligation has been, or may in the future be, further defined or described under California law. Notwithstanding anything to the contrary, express or implied in this Lease, this Lease is subject and subordinate to that certain grant of lands from the State to San Mateo County Harbor District pursuant to Stats. 1960, first Extraordinary Session, Chapter 68, effective July 7, 1960 ("Grant Conditions"), including without limitation Sections 1(a) and (b) (affecting permitted uses, and allowing use by the State of California), 1(c) (prohibiting discrimination in charges, uses, and services) and 1(f) (giving the State the right to use for highway purposes without compensation). Tenant hereby acknowledges, represents, and warrants that it has reviewed and approved the Grant Conditions. Tenant hereby agrees to comply with and not violate the Grant Conditions.

Signatures on following page:

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument as of the Effective Date.

LANDLORD:

SAN MATEO COUNTY HARBOR
DISTRICT

By: _____
James B. Pruett
General Manager

APPROVED AS TO FORM:

Trisha Ortiz, General Counsel

TENANT:

PILLAR POINT HARBOR LLC., a Limited
Liability Company

By: _____

By: _____

*(Two signatures of corporate officers
required for corporations under
Corporations Code Section 313, unless
corporate documents authorize only one
person to sign this Agreement on behalf
of the corporation.)*

EXHIBIT "A"

DESCRIPTION OF PREMISES

The premises described in Paragraph A of the Recitals consist of approximately 60,700 square feet of space.

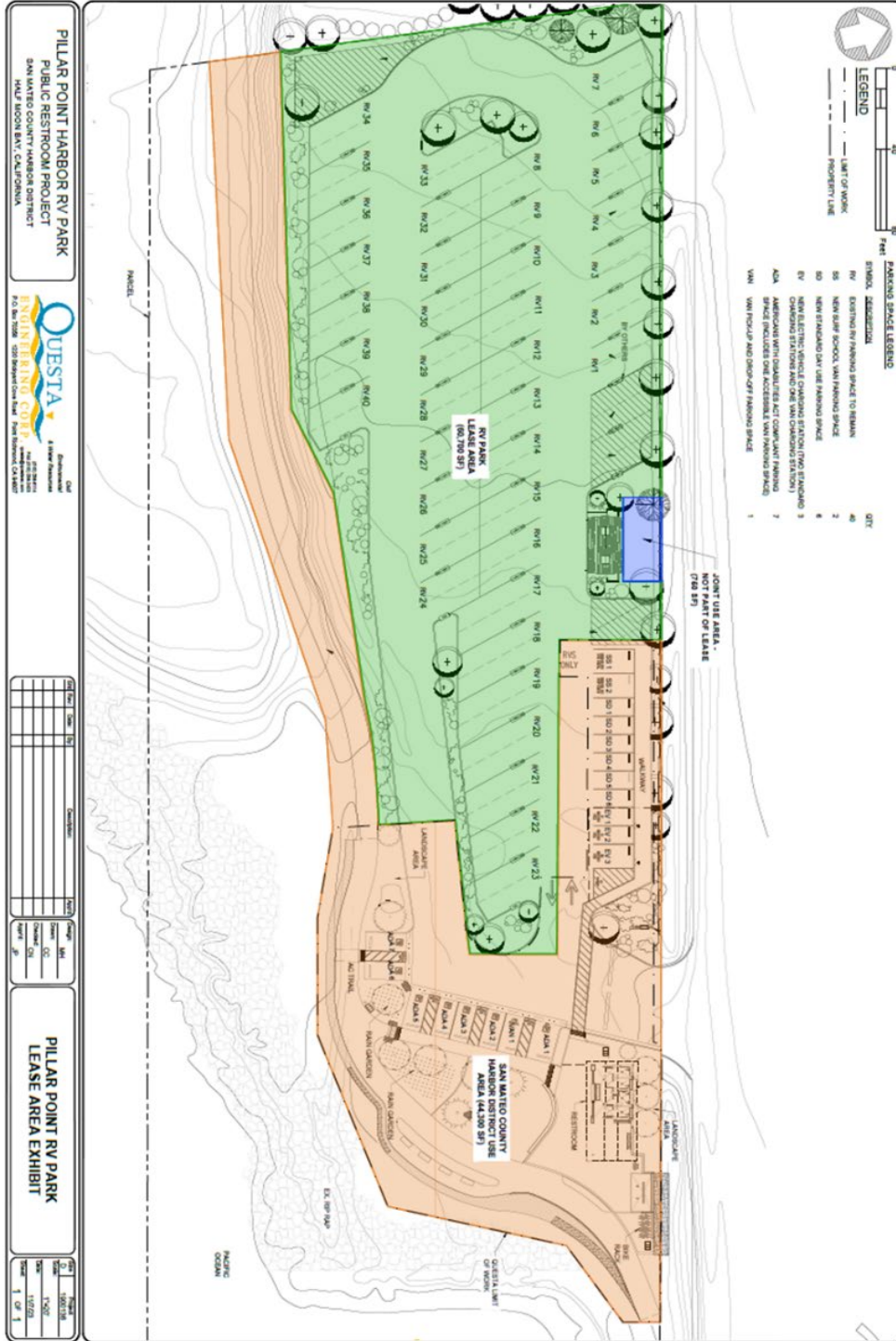


EXHIBIT “B”

Coastal Development Permit (PDP 18-006) dated July 9, 2019

**PLANNING COMMISSION RESOLUTION P-19-18
RESOLUTION FOR APPROVAL
PDP-18-006**

Coastal Development Permit, Architectural Review, and Setback Variance to allow the construction of a new public restroom facility with three all-gender accessible stalls, an outdoor shower, drinking fountains, benches, educational/informational signage, Coastal Trail retreat, public parking reconfiguration and addition of ADA parking spaces, and landscaping; and after-the-fact approval of the existing Pillar Point RV Park and associated site improvements on a 4-acre lot at 4000 Cabrillo Highway North in the Commercial – Visitor Serving Zoning District and the Commercial Recreation Land Use Plan designation (APN 047-263-010)

WHEREAS, an application was submitted requesting approval of a Coastal Development Permit, Architectural Review, and Setback Variance to allow the construction of a new public restroom facility with three all-gender accessible stalls, an outdoor shower, drinking fountains, benches, educational/informational signage, Coastal Trail retreat, public parking reconfiguration and addition of ADA parking spaces, and landscaping; and after-the-fact approval of the existing Pillar Point RV Park and associated site improvements on a 4-acre lot at 4000 Cabrillo Highway North in the Commercial – Visitor Serving Zoning District and the Commercial Recreation Land Use Plan designation (APN 047-263-010); and

WHEREAS, the San Mateo County Harbor District is considered the applicant and permittee for the approval of the new public restroom and associated improvements; and

WHEREAS, the San Mateo County Harbor District and KN Properties, LLC are considered co-applicants and co-permittees for the after-the-fact approval of the RV Park; and

WHEREAS, the procedures for processing the application have been followed as required by law; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on July 9, 2019, at which time all those desiring to be heard on the matter were given an opportunity to be heard; and

WHEREAS, the Planning Commission considered all written and oral testimony presented for consideration; and

WHEREAS, the Planning Commission has determined that the requested Coastal Development Permit, Architectural Review, and Setback Variance for the construction of a public restroom facility, associated site improvements, and after-the-fact construction of the RV Park are exempt from CEQA pursuant to California Administrative Code Sections 15301, 15303, 15311, and 15323; and

WHEREAS, the Planning Commission has made the required findings for approval of the project, as set forth in Exhibit A to this resolution pursuant to the revisions made at the public hearing;

NOW, THEREFORE, BE IT RESOLVED that, based upon the Findings in Exhibit A and subject to the Conditions of Approval contained in Exhibit B, the Planning Commission approves this application (PDP-18-006).

PASSED AND ADOPTED by the City of Half Moon Bay Planning Commission at a duly noticed public hearing held July 9, 2019.

AYES, Holt, Benjamin, Hernandez, Polgar and Ruddock

NOES,

ABSENT,

ABSTAIN,

APPROVED:



Brian Holt, Chair



Jill Ekas, Community Development Director

EXHIBIT A
FINDINGS AND EVIDENCE
Planning Commission Resolution P-19-18
PDP-18-006

Coastal Development Permit, Architectural Review, and Setback Variance to allow the construction of a new public restroom facility with three all-gender accessible stalls, an outdoor shower, drinking fountains, benches, educational signage, Coastal Trail retreat, public parking reconfiguration and addition of ADA parking spaces, and landscaping; and after-the-fact approval of the existing Pillar Point RV Park and associated site improvements on a 4-acre lot at 4000 Cabrillo Highway North in the Commercial – Visitor Serving Zoning District and the Commercial Recreation Land Use Plan designation (APN 047-263-010)

Coastal Development Permit – Findings for Approval

The required Coastal Development Permit for this project may be approved or conditionally approved only after the approving authority has made the following findings per Municipal Code Section 18.20.070:

- 1. Local Coastal Program – *The development as proposed or as modified by conditions, conforms to the Local Coastal Program.***

Evidence: The project consists of construction of a new public restroom facility and associated site improvements where public services and infrastructure are generally available. The project also consists of after-the-fact approval of site development for establishment of the RV Park. The existing and proposed development provides and enhances coastal access and recreation opportunities, conforms to all City requirements with the exception of the front setbacks for the existing and proposed restroom structures, will not impact coastal resources and is consistent with the policies of the City's Land Use Plan (LUP).

Coastal Act Section 30210: *In carrying out the requirement of Section 4 of Article X of the California Constitution, maximum access, which shall be conspicuously posted, and recreational opportunities shall be provided for all the people consistent with public safety needs and the need to protect public rights, rights of private property owners, and natural resource areas from overuse.*

Compliance: The existing parking lot contains 21 standard parking spaces and two ADA spaces, all of which are currently subject to a \$10 day-use fee. As proposed, the project will replace the 21 standard parking spaces with six supplemental ADA parking spaces for a total of eight ADA parking spaces, and will remove the day use fee for all eight spaces. Although the project represents a loss in overall parking spaces, the gain of ADA-compliant parking spaces is significant as there are multiple parking locations available to the public along and across Highway 1 within close walking distance of the trail and beach stairway that do not accommodate ADA needs. Furthermore, this is one of the few locations along the City's coastline where disabled individuals can access the shoreline and ocean this closely as many sections of the Coastal Trail are separated from the beach by steep bluffs, wide dunes, or challenging grade changes. The elimination of parking fees and provision of additional ADA parking spaces supports Coastal Act goals of environmental justice and coastal access for all, not just some. The Coastal Commission

adopted an Environmental Justice Policy in March 2019 that supports equitable coastal access and recreation opportunities for disadvantaged communities, similar to the goals of this project. As stated in this guidance document, the Commission adopted the Environmental Justice Policy “to inform its decisions, policies, and programs to achieve more meaningful engagement, equitable process, effective communication, and stronger coastal protection benefits that are accessible to everyone.” The adopted policy further states that the Coastal Commission “is committed to ensuring that those opportunities not be denied on the basis of background, culture, race, color, religion, national origin, income, ethnic group, age, disability status, sexual orientation, or gender identity.” To reduce the impact of the proposed loss of total parking spaces, conditions of approval require an additional minimum of eight (8) standard vehicle public parking spaces to be located on-site with an approved final site plan.

Policy 2-5: *No structure shall be built within 15 feet of an accessway of the boundary of public shoreline recreation area ownership. A greater distance may be required to minimize adverse visual impacts, to protect residential privacy, or to protect public access.*

Compliance: The proposed structure is sited approximately 20 feet set back from the Coastal Trail, and has been sited and designed in consideration of pedestrian, bicycle, and vehicular access and circulation.

Policy 2-7: *In a zone extending approximately 200 feet inland from the mean high tide line, priority shall be given to coastal-dependent and related recreational activities and support facilities. However, camping facilities should be set back 100 feet from the beach and bluffs and near-shore areas reserved for day use activities. [...]*

Compliance: The proposed public restroom facility will enhance and support the public access and recreation experience in this area by providing much needed restroom stalls, water fountains, shower facilities, and other amenities to trail-users and beach-goers. The existing RV Park is also supportive of coastal recreation and provides a form of lower-cost visitor-serving accommodations. The southern-most portion of the RV Park area is at least 100 feet from the nearby breakwater and shoreline, separated by the day-use public parking to provide closer access for day use activities.

Policy 2-8: *Recreational uses on ocean front lands that do not require extensive alteration of natural environment shall have priority over recreational uses requiring substantial alterations. This shall apply to both public and private development.*

Compliance: As the site was previously used as a beach parking area, development of the RV Park did not require substantial alterations and consisted primarily of paving, landscaping, fencing, and the existing restroom facility. The proposed new restroom facility will be constructed entirely within an existing disturbed footprint, and will also not require extensive alterations of the natural environment.

Policy 2-12: *Encourage and, to the extent permitted by law, require improvements to be made by the San Mateo County Harbor District to the Pillar Point Harbor facility to increase access and recreational opportunities.*

(a) Resurface, grade, and improve drainage at the existing southerly parking lot and its access road from Highway 1. [...]

(d) Maintain and upgrade the Harbor District east parking area as an RV park. Provide hookups and trash collection.

Compliance: The subject site has been improved and maintained as an RV Park, as approved for an after-the-fact Coastal Development Permit herein. The existing and proposed development support and enhance public coastal access and recreation opportunities.

Coastal Act 30240(b) and Policy 3-3 (b): *Development in areas adjacent to environmentally sensitive habitat areas shall be sited and designed to prevent impacts which would significantly degrade such areas, and shall be compatible with the continuance of such habitat areas.*

Compliance: The subject site is adjacent to the ocean, sandy beach areas, and dune scrub habitat. However, the existing and proposed development occurs entirely within a previously disturbed footprint. The dune scrub habitat is physically separated from the developed RV Park site by a landscaped slope and the Coastal Trail and is roped off to prevent public access, while the ocean and sandy beach areas are physically separated from the site by the existing rock revetment. The proposed restroom facility has been sited and designed to prevent impacts to these adjacent sensitive areas, and conditions of approval addressing stormwater runoff control measures will ensure any impacts to coastal waters or habitat areas from polluted runoff is prevented.

Policy 4-7: *In areas of flooding due to tsunamis or dam failure, no new development shall be permitted unless the applicant or subsequent study demonstrates that the hazard no longer exists or has been or will be reduced or eliminated by improvements which are consistent with the policies of this Plan and that the development will not contribute to flood hazards or require the expenditure of public funds for flood control works. Where not otherwise indicated, the flood hazard zone shall be considered to be a zone defined by the measured distance of 100 feet from the centerline of the creek to both sides of the creek. Non-structural agricultural uses, trails, roads, and parking lots shall be permitted, provided that such uses shall not be permitted within the area of stream corridor.*

Compliance: The subject site is not located in a flood hazard zone as defined by LUP Policy 4-7, but is located within the tsunami inundation zone due to its close proximity to the shoreline. As such, the public restroom facility has been sited and designed such that it will be safest from sea level rise and wave inundation. Its siting also takes advantage of the location of existing sewer and water utility lines such that additional infrastructure will not be introduced to this near-shore area. The new restroom is proposed to be located on the inland side of the trail near the site entrance from Highway 1, approximately 60 feet inland from the nearest point of the adjacent breakwater. Although the existing rock revetment protects this area of the shoreline from erosion, the City's Municipal Code requires a geological report to ensure site stability in this project location.

Conditions of approval require this report to be submitted prior to issuance of building permits as consistent with the evaluation requirements of Municipal Code Section 18.38.045. As projections of sea level rise are not an exact science and the timing of these sea level rise amounts is uncertain, staff recommends a condition of approval triggering assessment of coastal hazards and potential need for relocation of the restroom if the Coastal Trail becomes regularly impassible due to sea level rise and/or wave action.

Policy 7-1: *The City will establish regulations to protect the scenic corridor of Highway 1, including setbacks for new development, screening of commercial parking and landscaping associated with new development. The minimum standards shall include all areas within 200 yards of State Highway 1 which are visible from the road.*

Compliance: The subject site is located within 200 yards of State Highway 1, and provides broad ocean views across the site. Highway 1 is not designated a Scenic Highway within the City limits of Half Moon Bay; however, Coastal Commission guidance indicates an intent to protect Highway 1 and views from it as visual resources. The proposed restroom facility has been sited and designed to minimize impacts to the scenic quality of this area by locating at the bottom of significant slope down from Highway 1. The site currently contains a row of cypress trees along Highway 1 to provide visual screening of the existing RV Park, as required by Section 18.37.055 of the Municipal Code, but these trees have grown much taller than needed for the required screening and have obscured ocean views. Conditions of approval require replacement of these trees with lower vegetation comprised of coastal native species or other species that are compatible with the City's median landscaping palette.

Policy 7-5: *All new development, including additions and remodeling, shall be subject to design review.*

Compliance: The proposed development has been subject to design review by the Planning Commission. The project has also been subject to a Planning Commission study session on January 8, 2019 and a Harbor District Board meeting on June 19, 2019, at which the public, the Commission, and the Board had the opportunity to provide input on the proposed siting and design.

Policy 7-6: *Parking facilities and recreational structures, including campers, located in public regional recreational areas, private recreational areas, visitor-serving commercial areas and other developments shall be designated to minimize visibility from the beach.*

Compliance: The subject site is a visitor-serving commercial area developed with a recreational vehicle park. The RV parking area is separated from the beach area to the south by the day-use parking area, the Coastal Trail, and the breakwater. The proposed restroom facility and additional landscaping will further screen the RV Park from Surfer's Beach.

Policy 7-7: *Recreational vehicle parks shall be sited and landscaped within five years of development to assure full screening from public roads, vista points, public recreation areas, and residential areas.*

Compliance: The existing cypress trees along the Highway 1 site frontage were originally planted to provide a screen hedge of the RV Park. However, the trees have not been sufficiently maintained as such and have reached a height that blocks ocean views. Conditions of approval require submittal of a final landscape plan that includes replacement fencing and landscaping screening along Highway 1 that shall be maintained at an appropriate height to optimize screening of the parked RVs while not blocking ocean views. Final landscape plans also require additional screening along the western border of the RV Park to screen the RVs from the adjacent Coastal Trail.

Policy 7-11: *New development along primary access routes from Highway 1 to the beach, as designated on the Land Use Map, shall be designed and sited so as to maintain and enhance the scenic quality of such routes, including building setbacks, maintenance of low height of structures, and landscaping which establishes a scenic gateway and corridor.*

Compliance: The subject site is located along Highway 1 and contains a segment of the Coastal Trail, both of which provide direct coastal access to the beach. The project is intended to enhance coastal access and recreation opportunities by providing public restroom facilities and associated amenities at this heavily used beach and trail area. The restroom structure has been set back approximately 20 feet from the trail, allowing space for the public to step off the trail and use the facilities without impeding bicycle and pedestrian flow. The project is also intended to create a public space, with additional seating and viewing opportunities, educational signage, and new landscaping. The restroom structure has also been sited and designed to be low in height and minimize visual impacts across the site.

Policy 7-12: *In areas affording broad views of the ocean from Highway 1 as indicated on the Visual Resources Overlay Map, all new development shall be reviewed by the Planning Commission to ensure conformance with the following criteria:*

- (a) Structures shall be sited and designed to preserve unobstructed broad views of the ocean and shall be clustered to the maximum extent feasible.*
- (b) A landscaping plan shall be included in the development plans for approval and shall provide for landscaping which, when mature, will not impede public views of the ocean.*
- (c) Building height shall not exceed one story or 15 feet, unless an increase in height would not obstruct public views to the ocean from the Highway or would facilitate clustering of development so as to result in greater view protection.*

Compliance: The proposed restroom structure has been sited at the bottom of a significant grade change from Highway 1 down to the trail level, which allows the structure to be least impactful to ocean views as seen from the Highway 1 scenic corridor. At a 14.5-foot maximum height from finished grade, the roof of the proposed restroom structure will protrude approximately five feet above the highway level. Conditions of approval require submittal of a final landscape plan that includes replacement fencing and landscaping screening along Highway 1 that shall be maintained at an appropriate height to optimize screening of the parked RVs while not blocking ocean views.

Coastal Act 30244: *Where development would adversely impact archaeological or paleontological resources as identified by the State Historic Preservation Officer, reasonable mitigation measures shall be required.*

Compliance: The proposed development is not located at or near identified archaeological or paleontological resources. If cultural resources or paleontological resources are unexpectedly encountered, the permit has been conditioned to require that construction halt until the find can be evaluated and appropriate mitigation identified.

2. **Growth Management System** – *The development is consistent with the annual population limitation system established in the Land Use Plan and Zoning Ordinance.*

Evidence: The proposed development does not include a dwelling unit and is therefore not subject to the requirements of the City's growth management system.

3. **Zoning Provisions** – *The development is consistent with the use limitations and property development standards of the base district as well as the other requirements of the Zoning Ordinance.*

Evidence: The existing and proposed development conforms to the requirements of the Commercial – Visitor Serving Zoning District, which allows RV parks and park and recreation facility uses. The proposed setbacks, height, and landscaping meet the requirements of the Commercial – Visitor Serving Zoning District and other relevant provisions of the Zoning Code, with the exception of the front setback of the existing and proposed restroom structure. Setback variance findings are discussed further below.

4. **Adequate Services** – *The proposed development will be provided with adequate services and infrastructure in a manner that is consistent with the Local Coastal Program.*

Evidence: The site is located in an urbanized area along Highway 1 where utilities and services are generally available. Sewer and water lines currently run adjacent to the site along Highway 1. The restroom facility will be connected to the municipal services as it will be fully plumbed.

5. **California Coastal Act** – *Any development to be located between the sea and the first public road parallel to the sea conforms to the public access and public recreation policies of Chapter 3 of the California Coastal Act.*

Evidence: The subject site is located between the sea and the first public road parallel to the sea. The project conforms to the public access and recreation policies of the Coastal Act as it provides a public benefit of much needed public restrooms, water fountains, seating areas, and more at a heavily used area of the Coastal Trail and nearby Surfer's Beach. There are no public restrooms within sight of this very popular beach area. The site also provides a significant opportunity for ADA access, as this is one of the few areas along the coast where the trail is directly adjacent to the ocean rather than separated by steep bluffs or wide dunes. By reconfiguring the parking and eliminating the day use parking fee to provide a total of eight ADA parking spaces, the proposed development maximizes coastal access for all. As conditioned, the project will also maximize coastal access by diversifying public parking options with an EV charging station, a van pick-up/drop-off space for surf schools or other coastal recreation groups, a potential car-share space, and both standard and ADA-compliant day-use parking spaces. To ensure the RV Park maintains its purpose as a visitor-serving commercial use and that this use remains sufficiently available to the public, conditions of

approval also require a maximum 14 consecutive day stay with no more than 30 days in one calendar year for RV Park patrons.

Architectural Site and Design Review – Findings for Approval

The required Architectural and/or Site and Design Review for this project may be approved or conditionally approved only after the approving authority has made the findings per Municipal Code Section 14.37.040. In making these findings, the Planning Commission has considered the design approval criteria set forth in Municipal Code Section 14.37.035.

1. *That such buildings, structures, planting, paving and other improvements shall be so designed and constructed that they will not be of unsightly or obnoxious appearance to the extent that they will hinder the orderly and harmonious development of the city;*

Evidence: The proposed restroom facility is intended to improve the recreational experience of the Coastal Trail and nearby Surfer's Beach for residents and visitors alike. The project includes new seating areas, educational signage, landscaping, water fountains, an outdoor shower, and trash and recycling receptacles, all of which will be significant additions to this heavily used public access and recreation area. The restrooms have been sited and designed to be compatible with the coastal setting, and will not hinder the orderly and harmonious development of the city.

2. *That such buildings, structures, planting, paving and other improvements will not impair the desirability or opportunity to attain the optimum use and the value of the land and the improvements, or otherwise impair the desirability of living or working conditions in the same or adjacent areas; and*

Evidence: The proposed project will improve upon the overall Coastal Trail and Surfer's Beach experience and provide for much needed facilities and associated amenities. The Harbor District will be responsible for operations and maintenance of the proposed restroom facilities.

3. *The project has been designed in conformance and consistency with the Single-Family Residential Design Guidelines (where applicable).*

Evidence: The Single-Family Residential Design Guidelines are not applicable to this public restroom facility project and commercial recreation site.

Setback Variance – Findings for Approval

The Setback Variance for this project may be approved or conditionally approved only after the approving authority has made the following findings per Municipal Code Section 18.23.040:

1. *That there are exceptional or extraordinary circumstances or conditions applying to the land, building or use referenced to in the application which circumstances or conditions do not apply generally to the land, buildings and/or uses in the same district;*

Evidence: The subject site is located in the C-VS Commercial – Visitor Serving zoning district. In the vicinity of the subject site, the C-VS zoning district applies to seven parcels fronting Highway 1, including Sam’s Chowder House, the parking areas for Sam’s, the Beach House Hotel, and the subject Pillar Point RV Park. The subject site is exceptional as it contains a significant grade change from the highway level down to the parking lot and trail level, and currently contains only one small permanent structure (the existing restroom). Similar to the existing restroom, the proposed restroom facility would cause the least visual impacts to ocean views as seen from Highway 1 if it were sited at the bottom of the grade change, within the required 20-foot front setback. As this site is designated in the LCP as providing broad ocean views, the proposed location of the restroom is most protective of this visual resource area.

2. *That the granting of the application is necessary for the preservation and enjoyment of substantial property rights of the petitioner;*

Evidence: The subject site was originally developed with a restroom that was intended to be used by the public, but it was sited in the interior of the RV parking area such that it is not readily visible or accessible to the public. The existing restroom was, however, sited at the bottom of the grade change within the required front setback to reduce visual impacts as is proposed for the new restroom structure. As a public agency, the property owner has recognized the need for a visible and accessible public restroom in this heavily used public coastal access and recreation area. The new restroom facility has been sited and designed to provide this much needed public amenity while minimizing impacts to visual resources across the site.

3. *That the granting of such application will not, under the circumstances of the particular case, materially affect adversely the health or safety of persons residing or working in the neighborhood of the property of the applicant, and will not, under the circumstances of the particular case, be materially detrimental to the public welfare or injurious to property or improvements in said neighborhood.*

Evidence: The new restroom structure is proposed to provide a public benefit in a heavily used public coastal access and recreation area. It has been sited and designed in consideration of bicycle, pedestrian, and vehicular access and circulation, and provides ADA-compliant parking stalls, pathways, and bathroom stalls. The project has also been designed as consistent with the guidelines of Crime Prevention through Environmental Design (CPTED) principles by providing a visible layout interfacing with a heavily used public area. To minimize impacts to visual resources, a setback variance is necessary. The proposed project will not be detrimental to the public welfare or injurious to property or improvements in the surrounding area.

Environmental Review – Finding

CEQA – The project will not have a significant effect on the environment.

Evidence: The existing conditions of the project site at the time CEQA review starts is considered the baseline of environmental conditions. The project will have no impact on the existing environmental conditions of the site or the adjacent area, as it will occur entirely

within a previously disturbed footprint. In fact, as proposed and conditioned herein, the project has the potential to improve the environmental conditions of the subject site and surrounding area by providing additional landscaping in place of impervious asphalt, low-impact development site measures to treat stormwater runoff, and additional trash and recycling receptacles. The project is therefore Categorical Exempt pursuant to California Code of Regulations Section 15301, which exempts the minor alteration of existing public facilities; Section 15303, which exempts the new construction of small structures; Section 15311, which exempts the construction or replacement of minor structures accessory to existing commercial facilities including small parking lots; and Section 15323, which exempts the normal operations of existing facilities for public gatherings where there is a past history.

EXHIBIT B
CONDITIONS OF APPROVAL
Planning Commission Resolution P-19-18
PDP-18-006

A. The following Conditions shall apply to the entire subject site:

1. **CONFORMANCE WITH APPROVED PLANS.** Development of the site shall conform to the approved plans entitled "New Public Restrooms for San Mateo County Harbor District" with a City date stamp of May 31, 2019, except for any revisions required by this permit. The Community Development Director shall review and may approve any deviation from the approved plans that is determined minor in nature. Any other change shall require approval of a major modification per Title 18. (Planning)
2. **CONFORMANCE WITH CONDITIONS OF APPROVAL.** The permittee(s) shall construct and operate this Project in full conformance with these Conditions of Approval. The Community Development Director shall review and may approve any deviation from the Conditions of Approval that is determined minor in nature. Any other change shall require approval of a major modification per Title 18. (Planning)
3. **CONFORMANCE WITH THE MUNICIPAL CODE.** No part of this approval shall be construed to permit a violation of any part of the Half Moon Bay Municipal Code. (Planning)
4. **LIGHTING.** All exterior lighting shall be fully shielded and downcast so that no light source is visible from outside the property, except as otherwise expressly approved. (Planning)
5. **SITE MAINTENANCE AND LIABILITY.** It shall be the duty of the Property Owner and Lessee to reach an agreement on operations and maintenance responsibilities as it relates to the following components of the subject site:
 - a. The proposed restroom and associated amenities including water fountains, an outdoor shower, benches, and educational signage;
 - b. Landscaping and fencing;
 - c. Signage;
 - d. Lighting;
 - e. California Coastal Trail segment;
 - f. Existing restroom facility;
 - g. Public parking area;
 - h. RV parking area; and
 - i. Utilities. (Planning)
6. **PUBLIC TRAIL MAINTANENCE AND LIABILITY.** It shall be the duty of the Property Owner(s) to maintain the public trail segment in a safe and non-dangerous condition. Trail maintenance shall include removal and replacement of concrete to eliminate tripping hazards; and pruning and trimming of trees, shrubs, ground cover and other landscaping within the public trail area. The Property Owner has the primary and exclusive duty to

fund and perform such maintenance and repair, whether or not the City has notified the property owner of the need for such maintenance or repairs or has performed similar maintenance or repairs in the past, pursuant to §12.18.020 and §12.18.030 of the Half Moon Bay Municipal Code. (Engineering)

7. LANDSCAPE MAINTENANCE. The permittee(s) shall ensure that all landscaped areas and/or fences are continuously maintained, and all plant material is maintained free of refuse and weeds and in a healthy growing condition. (Planning)
8. RV PARK OVERNIGHT STAY LIMITS. The RV Park shall be operated such that each RV space is rented for no longer than fourteen (14) consecutive days and no more than thirty (30) days in any one (1) calendar year, with the exception of the permanent on-site host/manager. (Planning)
9. OVERNIGHT STAY LIMIT MONITORING. The RV Park on-site host/manager shall monitor and maintain records of tenancy and length of stay of the RV Park patrons for one year. One year from the date of permit approval, a report with the records of tenancy and length of stay shall be provided to the Community Development Director for review and determination of need for any further action such as enforcement of length of stay, amendment to the permit to revise the maximum length of stay, or further monitoring. (Planning)
10. TRANSIENT OCCUPANCY TAX. Transient Occupancy Tax (TOT) shall be collected from the RV Park operation pursuant to City requirements. (Planning)
11. NEW SIGNAGE. Any new signage related to the RV Park business and its operations shall require submittal of a new sign program, subject to review and approval by the Planning Commission. Educational and wayfinding signage is not considered to be business signage; however, it is subject to City review. (Planning)
12. TEMPORARY PUBLIC RESTROOMS. The Harbor District may maintain temporary portable public restrooms at the subject site until such time that the new restroom facility has been constructed. (Planning)
13. FUTURE ASSESSMENT FOR COASTAL HAZARDS. If the adjacent Coastal Trail becomes regularly impassible due to sea level rise and/or wave action, the Property Owner shall assess the vulnerability of the restroom structure to coastal hazards including wave run-up, inundation, and erosion, including an assessment of the need to relocate the restroom structure such that it is safe from these coastal hazards. (Planning)

B. The following Conditions shall apply to construction of the *new restroom facility and associated site improvements*, and shall be fulfilled prior to the issuance of building permits:

1. SIGNED CONDITIONS OF APPROVAL. The permittee(s) shall submit a signed copy of the conditions of approval to the Planning Division prior to issuance of a building permit. (Planning)
2. FINAL PLANS. **Within 180 days of approval of this coastal development permit**, the permittee(s) shall submit final project plans that include the following:

- a. Final site plan with the following details:
 - i. A maximum of 40 RV parking spaces;
 - ii. A minimum of eight standard vehicle public day-use parking stalls to be replaced within the subject site between the existing RV Park restroom facility and the northern side of the access drive, or at an alternative location as deemed more appropriate by the Harbor District;
 - iii. A minimum of one EV charging station to serve two standard vehicle parking stalls with signage for a maximum time limit to ensure adequate charging time and sufficient turnover (e.g. 2-4 hours);
 - iv. A minimum of one van-sized pick-up and drop-off parking space with signage for a maximum 30-minute time limit, intended to serve coastal recreation groups such as surf schools;
 - v. A minimum of seven ADA-compliant public day-use parking stalls;
 - vi. A minimum of one dedicated car-share space in a standard vehicle day-use parking stall, if applicant coordination with a car-share company determines this to be a feasible use;
 - vii. Trash collection bins including recycling and compost as available by the applicable solid waste service provider, and a pet waste station;
 - viii. Signage that provides wayfinding to nearby free public beach parking areas and information on appropriate use of the trash collection bins; and
 - ix. A bicycle parking rack;
- b. Final grading and drainage plan with the following information:
 - i. Design details and supporting calculations for storm water detention on-site for the additional run-off from a ten-year frequency storm of two-hour duration;
 - ii. Elevation details showing how the paved parking areas will properly drain to an approved BMP facility, and how the finished grades on the property relate to the existing grades on adjacent property; and
 - iii. Pad elevation, finished floor elevation, site high and low points, drainage swales, area drains, and existing grade at adjacent property. The permittee shall provide appropriate measures to discharge the flood waters from any unfinished floor areas;
- c. Final elevations of the proposed restroom facility with the following information:
 - i. Maximum building height of 14.5 feet from finished grade;
 - ii. Final exterior colors and materials, including non-reflective roof materials and neutral colors compatible with the coastal setting;

- iii. Locations and cut sheets of any exterior lighting fixtures; and
 - iv. A reduced wall height at the location of the proposed information board and adjacent bench such that it is maximum 3 feet tall;
- d. Final landscape plans, including a drought-tolerant coastal native palette for the new landscaped area between the ADA parking area and the trail.

Final plans shall be in substantial conformance with the approval conceptual site plan and elevations, and shall be subject to review and approval of the Community Development Director. The final parking plan shall indicate if the public day-use parking spaces will be time-limited and/or have a day-use fee. Final building, fencing, and landscaping heights shall be reviewed for their compliance with sight distance requirements at the Highway 1 access driveway. (Planning)

3. CONSTRUCTION PLANS. File Number PDP-18-006 and the Conditions of Approval for this project shall be provided on the cover page of the building permit application plan submittal. All plans, specifications, engineering calculations, diagrams, reports, and other data for construction of the building and required improvements shall be submitted with the appropriate permit application to the City's Building and Engineering Divisions for review and approval. Computations and back-up data will be considered a part of the required plans. Structural calculations and engineering calculations shall be prepared, wet-stamped and signed by an engineer or architect licensed by the State of California. The plans must show the location of the sewer connection, and a property line sewer cleanout must be installed prior to Building Permit approval. (Planning)
4. WATER CONSERVATION IN LANDSCAPING. The permittee(s) shall submit a detailed landscape plan to the satisfaction of the Community Development Director prior to issuance of a building permit for the project. If the project includes 500 square feet or more of irrigated landscaping (new or rehabilitated) the permittee shall submit landscape and irrigation plans and an Outdoor Water Efficiency Checklist that demonstrate compliance with the City's Water Conservation in Landscaping Ordinance (Chapter 13.04 of the Municipal Code) prior to issuance of building permits to the satisfaction of the Community Development Director. This submittal shall be in a form approved by the City and prepared and signed by a qualified landscape and irrigation design professional. (Planning)
5. SURVEY REQUIRED. Submit a detailed topographic/site boundary survey certified by a licensed surveyor with building application plans. The survey shall include a baseline elevation datum point on, or close to the construction site, indicating existing grade of the datum. This datum point shall be permanent, marked, shall remain fixed in the field, and shall not be disturbed throughout the building process. Examples of datum points include: fire hydrants, manhole covers, survey markers, and street curbs. This datum point shall be shown on all site plans including revised/resubmitted plans. The survey must show the footprint and roof plan of the proposed residence and identify the existing grade elevations at the corners and roof ridgeline of the residence. (Building)

6. **GEOLOGICAL REPORT REQUIRED.** Prior to the issuance of building permits, the permittee shall submit a geological report for the site of the proposed restroom structure. The report shall contain all applicable information, evaluation criteria, and recommendations as required by Municipal Code Section 18.38.045(B). Any major project changes necessitated by the results of the geological report shall require approval of a major modification per Title 18. (Planning/Engineering)
7. **EVIDENCE OF WATER CONNECTION CAPACITY.** Prior to the issuance of building permits, the permittee shall submit a letter from Coastside County Water District certifying that the subject site has an adequately-sized water connection for this approved project. (Building)
8. **EVIDENCE OF SEWER CONNECTION CAPACITY.** Prior to the issuance of building permits, the permittee shall demonstrate issuance of a sewer permit from the Sewer Authority Mid-Coast. (Building)
9. **CONSTRUCTION PLANS.** Construction plans submitted for building permit(s) shall include a plan sheet showing utility connections, trench restoration details, and other applicable improvements in the public right-of-way meeting City standards. (Engineering)
10. **CONSTRUCTION STAGING AND STORAGE PLAN.** Prior to issuance of building permits, the permittee shall submit a final construction staging and storage plan. The plan shall show how any construction vehicles, materials, staging and storage areas will be located to avoid impacts to the public trail area during construction.
11. **LOT GRADING, MATERIALS, EQUIPMENT AND VEHICLE STORAGE.** No lot site grading, preparation, storage, or placement of construction materials, equipment, or vehicles shall take place prior to issuance of a building permit. Any earth movement on or off the site in excess of 50 cubic yards shall require the submittal of a grading plan for review by the City Engineer and issuance of a grading permit. Lot Grading includes, but is not limited to, any leveling, scraping, clearing, or removal of lot surface area. Materials, Equipment, and Vehicles include, but are not limited to:
 1. All masonry, wood, and steel construction materials;
 2. All construction-related equipment and storage containers; and
 3. All construction-related vehicles, including temporary trailers. (Engineering)
12. **STORMWATER MANAGEMENT/TREATMENT.** Construction plans submitted for building permits shall include a storm water management/treatment plan in coordination with the after-the-fact approval of the RV Park, showing implementation of at least one of the six Low Impact Development (LID) measures listed below:
 - a. Direct runoff into cisterns or rain barrels and use rainwater for irrigation or other non-potable use;
 - b. Direct roof runoff into vegetated areas;
 - c. Direct runoff from sidewalks, walkways, and/or patios into vegetated areas;

- d. Direct runoff from driveways and /or uncovered parking lots into vegetated areas;
- e. Construct sidewalks, walkways, and/or patios with permeable surfaces; or
- f. Construct bike lanes, driveways, and/or uncovered parking lots with permeable surfaces.

The permittee(s) shall also submit the 'stormwater checklist for small projects' with the building plan submittal. (Engineering)

13. COPPER BUILDING ELEMENTS. The building plans shall specify that all copper building elements will be pre-patinated at the factory, or if patination will occur on the site, the plans shall identify best management practices in conformance with the *San Mateo Countywide Water Pollution Prevention Program Requirements for Architectural Copper*, to the satisfaction of the City Engineer. (Engineering)

14. EROSION AND SEDIMENT CONTROL. An erosion and sediment control plan shall be submitted that shows effective Best Management Practices (BMP) and erosion and sediment control measures for the project site. Construction plans shall also include the "construction best management practices" plan sheet. (Engineering)

15. UNDERGROUND UTILITIES/SERVICES. Electric, telecommunication, and cable and utility service to the property shall be through underground service connections only. No overhead utilities are allowed. (Engineering)

16. STREET/PUBLIC RIGHT-OF-WAY CUTS FOR UTILITY CONNECTIONS. Street cuts for utility connections that are less than twenty (20) feet apart shall be repaired with a single patch. Asphalt repair and overlay shall be in accordance with the City Standard Details. (Engineering)

17. SEWER CONNECTION FEE. The proposed development is subject to a sewer connection fee pursuant to Section 13.36.070 of the Half Moon Bay Municipal Code. The fee shall be paid to the City prior to issuance of building permits. (Engineering)

18. FIRE CLEARANCE REQUIREMENTS. The permittee shall comply with all applicable fire and building codes and standards relating to fire and panic safety as identified by the Coastside Fire Protection District during the building permit process. (Fire)

19. COASTSIDE COUNTY WATER DISTRICT - REGULATIONS. The permittee shall comply with all applicable regulations and requirements of the Coastside County Water District. Water service shall not be in the same trench as other utilities. (Water District)

C. The following conditions shall apply to the new restroom facility and associated site improvements and shall be implemented prior to and during construction:

1. ARCHAEOLOGY-DISCOVERY OF HUMAN REMAINS. Pursuant to Section 7050.5 of the Health and Safety Code, and Section 5097.94 of the Public Resources Code of the State of California, in the event of the discovery of human remains during construction, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected

to overlie adjacent remains. The County Coroner shall be notified and shall make a determination as to whether the remains are Native American. If the Coroner determines that the remains are not subject to his authority, he shall notify the California Native American Heritage Commission who shall attempt to identify descendants of the deceased Native American(s). If no satisfactory agreement can be reached as to the disposition of the remains pursuant to this State law, then the permittee shall re-inter the human remains and items associated with Native American burials on the property in a location not subject to further subsurface disturbance. (Planning)

2. ARCHAEOLOGY-DISCOVERY OF RESOURCES. If subsurface historic or archaeological resources are uncovered during construction, all work shall stop, the applicant shall notify the Community Development Director and retain a qualified archaeologist to perform an archaeological reconnaissance and identify any mitigation measures required to protect archaeological resources. Subsurface excavation shall not resume until expressly authorized by the Director. (Building)
3. CONSTRUCTION TRAILERS. Temporary construction trailers are permitted as accessory uses in conjunction with the development of this site, subject to the following conditions:
 - a. The construction trailer shall be used as a temporary construction office only.
 - b. Neither sanitation facilities nor plumbed water is permitted within the trailer.
 - c. No overnight inhabitation of the construction trailer is permitted.
 - d. No construction trailers are permitted on site prior to building permit issuance.
 - e. The construction trailer shall be removed prior to final inspection. (Planning)
4. AIR QUALITY BEST MANAGEMENT PRACTICES. The project shall implement the following standard BAAQMD dust control measures during all phases of construction on the project site:
 - All active construction areas shall be watered twice daily or more often if necessary. Increased watering frequency shall be required whenever wind speeds exceed 15 miles-per-hour.
 - Pave, apply water three times daily, or apply non-toxic soil stabilizers on all unpaved access roads and parking and staging areas at construction sites.
 - Cover stockpiles of debris, soil, sand, and any other materials that can be windblown. Trucks transporting these materials shall be covered.
 - All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day or as often as necessary to keep them free of dust and debris associated with site construction. The use of dry power sweeping is prohibited.
 - Subsequent to clearing, grading, or excavating, exposed portions of the site shall be watered, landscaped, treated with soil stabilizers, or covered as soon as possible. Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas and previously graded areas inactive for 10 days or more.
 - Installation of sandbags or other erosion control measures to prevent silt runoff to public roadways.

- Replanting of vegetation in disturbed areas as soon as possible after completion of construction.
 - Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes. Clear signage shall be provided for construction workers at all access points.
 - All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
 - Post a publicly visible sign with the telephone number and person to contact at the City of Half Moon Bay regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations. (Building)
5. HAZARDOUS MATERIALS. Any materials deemed hazardous by the San Mateo County Department of Health that are uncovered or discovered during the course of work under this permit shall be disposed in accordance with regulations of the San Mateo County of Health. (Building)
 6. COMPLIANCE WITH CBC. All structures shall be constructed in compliance with the standards of the 2016 California Codes of Regulations Title 24, including Building Code, Residential Code, Administrative Code, Mechanical Code, Plumbing Code, Electrical Code, Energy Code, Fire Code and Green Building Code to the satisfaction of the Building Official. (Building)
 7. FIRST FLOOR HEIGHT VERIFICATION. Prior to below floor framing or concrete slab steel reinforcement inspection, a stamped and signed building height verification letter shall be submitted to the City from a licensed land survey certifying that the first floor height as constructed is equal to (or less than) the elevation specified for the first floor height in the approved plans. (Building)
 8. OVERALL PROJECT HEIGHT. Maximum overall height of the project, including any grading, foundation, pad, and building elevations shall be calculated using the elevation points indicated on the topographic survey map submitted at the time of application. The approved height of all projects developed in the City will be measured from existing grade as indicated on the submitted topographical survey. (Building)
 9. COMPLETION OF UTILITIES. Any public utilities requiring relocation as a result of the construction of the building(s) or improvements under this permit shall be relocated at the owner's expense. (Building)
 10. CONSTRUCTION HOURS. Construction work shall be limited to the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday; 8:00 a.m. to 6:00 p.m. Saturdays; and 10:00 a.m. to 6:00 p.m. Sundays and holidays, except as expressly authorized by the City Engineer in conformance with Section 14.40.020 of the Half Moon Bay Municipal Code. (Engineering)
 11. NOTICE OF DISRUPTION. The permittee(s) shall provide written notice to affected property and business owners and a copy of such notice to the City Engineer a minimum of

two business days prior to any planned disruption of pedestrian or vehicular traffic, parking, or public service facilities. (Engineering)

12. **CONSTRUCTION MATERIAL STORAGE.** Construction material shall not be stored in the street right-of-way without prior approval from the City Engineer. (Engineering)
13. **ENCROACHMENT PERMIT.** The permittee(s) shall obtain an encroachment permit prior to starting any construction activity within the City right-of-way or affecting City improvements. All improvements constructed within the City right-of-way shall conform to City standards to the satisfaction of the City Engineer. (Engineering)

D. The following condition shall apply to the After-the-Fact approval of the RV Park site, and shall be complied with within 120 days of this CDP approval:

1. **FINAL LANDSCAPING AND FENCING PLAN.** Within 120 days of this permit approval, the permittee(s) shall submit a landscaping and fencing plan that includes the following details:
 - a. Calculations of the total amount of existing landscaping within the RV Park site. If the landscaped area is less than 14,375 square feet (15% of the RV Park site), the plan shall include additional landscaping to meet the 15% minimum landscaped area as required by Municipal Code Section 18.08.035(D).
 - b. Removal and replacement of all landscape screening along the Highway 1 frontage of the subject site, including the cypress trees.
 - c. New landscape screening along the western border of the RV Park with low shrubs to soften public views of the RVs from the Coastal Trail.
 - d. Coordination with the Beach House Hotel for pruning and maintenance of the cypress trees along the northern property line between the RV Park and the Beach House Hotel.
 - e. The replacement landscape screening may be supplemented by new fencing and shall be proposed at a maximum height established through field evaluation by the Community Development Director, but anticipated to be no more than seven (7) feet. Final landscaping and fence heights shall be reviewed for their compliance with sight distance requirements at the Highway 1 access driveway.
 - f. The landscaping palette shall comprise of drought tolerant coastal native species or species otherwise compatible with the City's median landscaping palette that will sufficiently screen the RV Park and new restroom facility without obstructing ocean views.

The final landscaping and fencing plan shall be subject to review and approval by the Community Development Director prior to implementation. (Planning)

E. The following conditions shall apply to the After-the-Fact approval of the RV Park site, and shall be complied with within 180-240 days of this CDP approval as specified below:

1. **STORMWATER TREATMENT PLAN.** Within 180 days of this permit approval, the permittee(s) shall submit a stormwater treatment plan showing implementation of at least one of the six Low Impact Development (LID) measures listed below:
 - a. Direct runoff into cisterns or rain barrels and use rainwater for irrigation or other non-potable use;
 - b. Direct roof runoff into vegetated areas;
 - c. Direct runoff from sidewalks, walkways, and/or patios into vegetated areas;
 - d. Direct runoff from driveways and /or uncovered parking lots into vegetated areas; or
 - e. Reconstruction of existing landscape islands to function as vegetated infiltration trenches. (Engineering)
2. **STORMWATER SITE INSPECTION.** Within 180 days of this permit approval, a site inspection shall be performed to the satisfaction of the City Engineer to identify any active non-stormwater discharges or sources of pollution. If any discharges or pollution sources are identified, the site inspector shall prepare a report including a description of the discharges or sources and recommendations for remediation to be submitted to the City Engineer for review and approval. If the report identifies any recommended remediation, such improvements shall be implemented by the permittee(s). (Engineering)
3. **LIGHTING PLAN.** Within 180 days of this permit approval, the permittee(s) shall submit a lighting plan showing the location, quantity, and type of each exterior lighting fixture in the RV Park site. The lighting plan shall be subject to review and approval by the Community Development Director. Any lighting fixtures that are not downcast and shielded or are otherwise inconsistent with City standards to protect dark night skies may require replacement light heads or fixtures. Replacement heads or fixtures shall also be subject to review and approval by the Community Development Director. (Planning)
4. **INSTALLATION OF FINAL LANDSCAPING AND FENCE SCREENING.** Within 240 days of this permit approval, the permittee(s) shall install the replacement landscaping and fencing screening along the Highway 1 frontage and the new landscape screening along the western border of the RV Park pursuant to the approved plans required by Condition D1. The replacement landscaping and fencing screening along the Highway 1 frontage shall be constructed and maintained at a height not to exceed seven (7) feet. Pursuant to the Municipal Code, the replacement and new landscape screening shall be established within five years. (Planning)

F. The following conditions shall apply to the entire subject site and shall be implemented prior to final inspection:

1. **LANDSCAPE INSTALLATION.** All landscaping shall be installed in conformance with the approved final landscape plans prior to final inspection. (Planning)

2. **LIGHTING INSTALLATION.** All replacement light heads or fixtures shall be installed in conformance with the lighting plan required by Condition E3, as approved by the Community Development Director. (Planning)
3. **EXTERIOR COLORS AND MATERIALS.** Exterior building colors and materials shall be in substantial conformance with those shown on the approved final plans to the satisfaction of the Director of Community Development. (Planning)
4. **INFORMATIONAL/EDUCATIONAL SIGNAGE.** Prior to installation, the final elevations and copy of the proposed informational/educational signage for the new restroom structure and for wayfinding to nearby free public beach parking areas shall be submitted to the Community Development Director for review and approval. The proposed signage shall conform to Title 15 of the City's Municipal Code. (Planning)
5. **STORMWATER TREATMENT IMPLEMENTATION.** Prior to final inspection, the permittee(s) shall implement the Low Impact Development measures identified on the approved Stormwater Treatment Plan pursuant to Condition E1, as well as the remediation measures for any identified point sources of pollutant discharges pursuant to Condition E2. (Engineering)
6. **VEHICLE PARKING INSTALLATION.** All public parking stalls, EV charging station, and related signage shall be installed pursuant to the approved final plans required by Condition B2. (Planning)

G. Validity and Expiration of Permits

1. **EFFECTIVE DATE.** This site is located within the Coastal Appeal Zone. This permit shall take effect after expiration of the Coastal Commission appeal period, or if the permit is appealed to the Coastal Commission during the appeal period, it shall take effect after final Coastal Commission action. (Planning)
2. **ACCURACY OF APPLICATION MATERIALS.** The permittee(s) shall be responsible for the completeness and accuracy of all forms and material submitted for this application. Any errors or discrepancies found therein may be grounds for the revocation or modification of this permit and/or any other City approvals. (Planning)
3. **PERMIT EXPIRATION.** The Coastal Development Permit (CDP) shall expire one year from its date of final approval if development plans for a Building Permit have not been submitted. Once a Building Permit is issued, the CDP shall be deemed in effect. If plans for a Building Permit are submitted within the 1-year expiration period, and a Building Permit is not issued, the expiration of the CDP shall coincide and run concurrently with the Building Permit plan submittal/application as long as due diligence is pursued in the opinion of the Building Official in obtaining the Building Permit. (Planning)
4. **PERMIT EXTENSION.** The Community Development Director may, at the Director's discretion, approve a single one-year extension of this permit based on a written request and fee submitted to the Director prior to expiration of the permit. Any other extension shall require approval of a Permit Amendment prior to expiration of the permit. Any

Amendment Application to extend the permit shall be filed a minimum of ninety (90) days prior to permit expiration to ensure adequate processing time. (Planning)

5. PERMIT RUNS WITH THE LAND. The approval runs with the land and the rights and obligations thereunder, including the responsibility to comply with conditions of approval, shall be binding upon successors in interest in the real property unless or until such permits are expressly abandoned or revoked. (Planning)
6. HOLD HARMLESS. The permittee(s) agrees as a condition of approval of this application to indemnify, protect, defend with counsel selected by the City, and hold harmless, the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees and agents, from and against an and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") arising out of or in any way relating to the approval of this application, any actions taken by the City related to this entitlement, any review by the California Coastal Commission conducted under the California Coastal Act Public Resources Code Section 30000 et seq., or any environmental review conducted under the California Environmental Quality Act, Public Resources Code Section 210000 et seq., for this entitlement and related actions. The indemnification shall include any Claims that may be asserted by any person or entity, including the permittee, arising out of or in connection with the approval of this application, whether or not there is concurrent, passive or active negligence on the part of the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees and agents. The permittee's duty to defend the City shall not apply in those instances when the permittee has asserted the Claims, although the permittee shall still have a duty to indemnify, protect and hold harmless the City. (City Attorney).

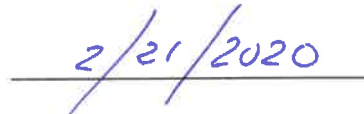
OWNER'S/PERMITTEE'S CERTIFICATION:

I have read and understand and hereby accept and agree to implement the foregoing conditions of approval of the Coastal Development Permit.

APPLICANTS:



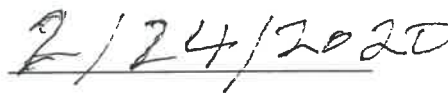
(Signature)



(Date)



(Signature)



(Date)

EXHIBIT "C"

FORM OF LEASE GUARANTY

GUARANTY OF LEASE

THIS GUARANTY OF LEASE ("Guaranty") is made by Keet Nerhan ("Guarantor"), in favor of the SAN MATEO COUNTY HARBOR DISTRICT ("Landlord") in connection with that certain lease agreement dated _____, 2024 ("Lease") pursuant to which Landlord leases to Pillar Point Harbor LLC., a California limited liability company ("Tenant"), certain "Premises" (as more particularly defined in the Lease) on property owned by the Landlord in the County of San Mateo.

As a material inducement to and in consideration of Landlord entering into the Lease, Landlord having indicated that it would not enter into the Lease without the execution of this Guaranty, Guarantor does hereby agree with Landlord as follows:

1. Guarantor does hereby unconditionally and irrevocably guarantee, as a primary obligor and not as a surety, and promise to perform and be liable for any and all obligations and liabilities of Tenant under the terms of the Lease.
2. Guarantor does hereby agree that, without the consent of Guarantor and without affecting any of the obligations of Guarantor hereunder: (a) any term, covenant, or condition of the Lease may be hereafter amended, compromised, released, or otherwise altered by Landlord and Tenant, and Guarantor does guarantee and promise to perform all the obligations of Tenant under the Lease as so amended, compromised, released or altered; (b) any guarantor of or party to the Lease may be released, substituted, or added; (c) any right or remedy under the Lease may be exercised, not exercised, impaired, modified, limited, destroyed, or suspended; (d) Landlord or any other person acting on Landlord's behalf may deal in any manner with Tenant, any guarantor, any party to the Lease or any other person. This is a continuing guaranty.
3. Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Landlord to proceed against Tenant or any other person or to pursue any other remedy before proceeding against Guarantor; (b) any right or defense that may arise by reason of the incapacity, lack of authority, death, or disability of Tenant or any other person; and (c) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction, or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Tenant (other than any defense based on Landlord's acts or omissions), of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Tenant for reimbursement.
4. Guarantor hereby waives and agrees not to assert or take advantage of any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of adverse change in the financial status of Tenant or other facts which increase the risk to Guarantor, notices of non-performance and notices of acceptance of this Guaranty), and protests of each and every kind.

5. Until all Tenant's obligations under the Lease are fully performed, Guarantor: (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor under this Guaranty; and (b) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant under, arising out of or related to the Lease or Tenant's use or occupancy of the Premises.

6. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor relating to the Lease shall be cumulative and not alternative and such rights, powers, and remedies shall be in addition to all rights, powers and remedies given to Landlord by law and/or in equity, unless otherwise stated in the agreement.

7. Guarantor shall not, without the prior written consent of Landlord, commence, or join with any other person in commencing, any bankruptcy, reorganization, or insolvency proceeding against Tenant. The obligations of Guarantor under this Guaranty shall not be altered, limited, or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation, or arrangement of Tenant, or by any defense which Tenant may have by reason of any order, decree or decision of any court or administrative body resulting from any such proceeding. Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Tenant relating to any indebtedness of Tenant to Guarantor. Landlord shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Landlord all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder shall not be satisfied except to the extent that Landlord receives cash by reason of any such payment or distribution. If Landlord receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

8. As a further material part of the consideration to Landlord to enter into the Lease with Tenant, Guarantor agrees that: (a) the law of the State of California shall govern all questions with respect to the Guaranty; (b) any suit, action, or proceeding arising directly or indirectly from the Guaranty, the Lease, or the subject matter thereof shall be litigated only in courts located within the county and state in which the Premises is located; (c) Guarantor hereby irrevocably consents to the jurisdiction of any local, state or federal court located within the county and state in which the Premises is located; and (d) without limiting the generality of the foregoing, Guarantor hereby waives and agrees not to assert by way of motion, defense, or otherwise in any suit, action, or proceeding any claim that Guarantor is not personally subject to the jurisdiction of the above-named courts, that such suits, action, or proceeding is brought in an inconvenient forum or that the venue of such action, suit, or proceeding is improper.

9. This Guaranty shall constitute the entire agreement between Guarantor and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may any Guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer or director of Landlord. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof. Time is strictly of the essence under this Guaranty and any amendment, modification, or revision hereof. If Guarantor is a corporation, limited liability company, partnership, or other entity, each individual executing this Guaranty on behalf of such corporation, limited liability company, partnership, or other entity represents and warrants that he or she is duly authorized to execute and deliver this Guaranty on behalf of such corporation, limited liability company, partnership, or other entity in accordance with the governing documents of such corporation, limited liability company, partnership or other entity, and that this Guaranty is binding upon such corporation, limited liability company, partnership, or other entity in accordance with its terms. If Guarantor is a corporation, limited liability company, partnership, or other entity, Landlord, at its option, may require Guarantor to concurrently with the execution of this Guaranty, deliver to Landlord a certified copy of a resolution of the board of directors of said corporation, or other authorizing documentation for such entity authorizing or ratifying the execution of this Guaranty. If either party hereto participates in an action against the other party arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys' fees, collection costs and other costs incurred in and in preparation for the action. The term "Landlord" whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The term "Tenant" whenever hereinabove used refers to and means Tenant and also any assignee of the interest of "Tenant" in the Lease or any subtenant of all or any part of the Premises and their respective successors in interest. If there is more than one undersigned Guarantor, (a) the term "Guarantor", as used herein, shall include all of the undersigned; (b) each provision of this Guaranty shall be binding on each one of the undersigned, who shall be jointly and severally liable hereunder; and (c) Landlord shall have the right to join one or all of them in any proceeding or to proceed against them in any order.

10. Any notice, request, demand, instruction, or other communication to be given to any party hereunder shall be in writing and shall be delivered by certified mail or reputable overnight delivery service addressed to the party to be notified at the address set forth below, or to such other place as the party to be notified may from time to time

designate by at least ten (10) days' notice to the notifying party.

To Landlord:

San Mateo County Harbor District
Attn.: General Manager
P.O. Box 1449
El Granada, California 94018

To Guarantor

Mr. Keet Nerhan
Pillar Point Harbor LLC
P.O. Box 158
Half Moon Bay, California 94019

Guarantor:

Signature

Keet Nerhan
Printed Name

Executed as of _____, 2024.