

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
California State Lands Commission
Attn: Land Management Division
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

**STATE OF CALIFORNIA
OFFICIAL BUSINESS**

Document entitled to free recordation
pursuant to Government Code Section
27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs: Multiple
County: Marin and Sonoma

A3924

LEASE 6675

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 3
Section 3	General Provisions
Exhibit A	Land Description
Exhibit B-1	Site and Location Map
Exhibit B-2	Site and Location Map

SECTION 1: BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor, acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise, and let to **SONOMA RESOURCE CONSERVATION DISTRICT**, hereinafter referred to as Lessee, those certain lands described in Exhibit A hereinafter referred to as Lease Premises, subject to the reservations, terms, covenants, and conditions of this Lease.

MAILING ADDRESS:

Sonoma Resource Conservation District
Attn. Kari Wester and Anya Starovoytov, Agents
1221 Farmers Lane, Suite F
Santa Rosa, CA 95405

LEASE TYPE:

General Lease – Dredging

LAND TYPE:

Sovereign

LOCATION:

In the beds of the San Pablo Bay, Petaluma River, San Antonio Creek, Novato Creek, Sonoma Creek, Tolay Creek, Napa Slough, Second Napa Slough, Third Napa Slough, Hudeman Slough, Steamboat Slough, Schell Slough, and Railroad Slough, in Marin and Sonoma Counties, as described in Exhibit A attached and by this reference made a part hereof.

LAND USE OR PURPOSE:

Maintenance dredge a maximum of 10,000 cubic yards (cy) of sediment per 2,500 linear feet of adjacent levee, per parcel, per year; but not to exceed a maximum of 75,000 cubic yards (cy) sediment annually over a 5-year period, for flood protection. Sediment will be placed on the adjacent levee crown. Material shall not be sold or used for any commercial purposes.

TERM:

5 years; beginning August 1, 2023; ending July 31, 2028, unless sooner terminated as provided under this Lease.

CONSIDERATION:

\$140 per year, with an annual Consumer Price Index adjustment.

LIABILITY INSURANCE:

\$1,000,000

SURETY BOND OR OTHER SECURITY:

\$0

SECTION 2: SPECIAL PROVISIONS

BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED, OR SUPPLEMENTED AS FOLLOWS:

1. Lessee acknowledges that the land described in Exhibit A of the Lease is subject to the Public Trust and is presently available to members of the public for recreational, waterborne commerce, navigation, fisheries, open space, or other recognized Public Trust uses. Lessee also agrees that any proposed dredging activities and subsequent use of the Lease Premises shall not unreasonably interfere with or limit Public Trust rights, and any temporary interference or limitation of Public Trust rights or public access shall only be to the extent necessary to protect public health and safety during dredging activities authorized by Lessor, or when imminent threats to public health and safety are present.
2. Lessee acknowledges that the Lease Premises and adjacent upland are located in an area that is subject to effects of climate change, including sea-level rise. To prepare for the potential effects of sea-level rise, including flood damage, erosion damage, tsunamis, and damage from waves and storm-created debris, the Lessee acknowledges and agrees to the following:
 - a. Hazards associated with sea-level rise may require additional maintenance or protection strategies regarding the improvements on the Lease Premises.
 - b. Consistent with Section 3, Paragraph 8, the Lessee assumes the risks associated with such potential hazards and agrees to be solely responsible for all damages, costs, and liabilities arising as a result of the impacts of such hazards on the Lease Premises. Any additional maintenance or protection strategies necessitated by such hazards may require additional approval by Lessor pursuant to Section 3, Paragraph 5(a) and be subject to environmental review.
3. In performing the dredging, the Lessee will abide by contemporary Best Management Practices to control turbidity to protect marine resources and habitats from excessive siltation in the general vicinity of the project.
4. Lessee shall safely conduct all dredging and disposal operations in accordance with accepted dredging and disposal methods and with due regard for the protection of life and property, and preservation of the environment.
5. All dredge materials shall be placed on the adjacent levee crown and mechanically compressed, in a manner as stated in permits from the applicable regulatory agencies. Lessee acknowledges that material dredged from the Lease Premises is the property of the State of California and shall not be sold or used for any commercial purposes, and that Lessee is not authorized to dredge for purposes of commercial resale, environmental mitigation credits, or other private benefit without Lessor's prior written consent.
6. Lessee shall limit any vehicles, equipment, or machinery to be used on the Lease Premises to those which are directly required to perform the authorized use. Lessee

shall not use any vehicles, equipment, or machinery that may cause damage to the Lease Premises or lands subject to Lessor's jurisdiction.

7. All vehicles, equipment, machinery, tools, or other property taken onto or placed within the Lease Premises or lands subject to Lessor's jurisdiction shall remain the property of the Lessee or its contractors. Such property shall be promptly and properly removed by Lessee, at its sole risk and expense.
8. Lessor does not accept any responsibility for any damage to any property, including any vehicles, equipment, machinery, or tools within the Lease Premises or lands subject to Lessor's jurisdiction.
9. Lessee shall not refuel, maintain, or repair any vehicle or equipment within the Lease Premises or lands subject to Lessor's jurisdiction.
10. Lessee shall promptly and completely remove all waste material and debris created by Lessee or its contractors from the Lease Premises and lands subject to Lessor's jurisdiction.
11. Lessee shall obtain all necessary approvals prior to the beginning of any dredging on the Permit Premises, from all agencies having jurisdiction over this project. Dredging operations may commence only after receipt of all required approvals and/or permits. Additionally, Lessee must comply with any other timeframes, rules, or restrictions imposed by other entities having control or jurisdiction over the area where the dredging activities take place.
12. Upon request, no less than 60 days prior to any dredge episode, Lessee shall submit the following to Lessor: 1) a project specific hazardous spill contingency plan, with specific designation, including direct contact information, of the on-site person who will have responsibility for implementing the plan; 2) name and telephone number of the Lessee's representative responsible for implementing and maintaining the authorized activities within the Lease Premises; 3) name, address, telephone number and contractor's license number of the contractor(s) selected to implement such activities, if other than Lessee's own staff are utilized. Should Lessee change contractors, Lessee shall provide Lessor with all pertinent information, as described above; 4) copy of the Lessee's or contractor's Best Management Practices.
13. In the event of a hazardous spill, Lessee shall immediately contact the 24-hour Oil Spill Hotline of the California Office of Emergency Services at 1-800-852-7550 and the Lessor's Mineral Resources Management Division at 1-562-590-5201.
14. Upon request, Lessee shall provide to Lessor within 30 days of Lessor's request copies of all data arising from Lessee's operation on the Lease Premises including, but not limited to, bathymetric surveys of the Lease Premises conducted by or for Lessee before and after any dredging authorized herein.

SECTION 3 GENERAL PROVISIONS

1. GENERAL

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

2. CONSIDERATION

(a) Categories

(1) Royalty

Lessee shall pay the rent or royalty as stated in this Lease to Lessor without deduction, delay, or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

(2) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health, or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State. Dredged material may not be sold.

(b) Penalty and Interest

Any installments of rental accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

3. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims which may be asserted presently or in the future.

4. LAND USE

(a) General

Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessee shall notify Lessor within ten (10) days after commencing the construction of authorized improvements and within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

(b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration.

(c) Conservation

Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. Violation of this section shall constitute grounds for termination of the Lease. Lessor, by its executive officer, shall notify Lessee, when in his or her opinion, Lessee has violated the provisions of this section and Lessee shall respond and discontinue the conduct or remedy the condition within 30 days.

(d) Toxics

Lessee shall be fully responsible for any hazardous wastes, substances, or materials as defined under federal, State, or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the Lease term and shall comply with and be bound by all applicable provisions of such federal, State, or local law, regulation or ordinance dealing with such wastes, substances, or materials. Lessee shall notify Lessor and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances, or materials.

(g) Enjoyment

Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use and enjoyment of the Lease Premises as provided under this Lease.

(h) Discrimination

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, religion, national origin, sex, age, or handicap.

5. RESERVATIONS, ENCUMBRANCES, AND RIGHTS-OF-WAY

(a) Reservations

(1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber and minerals as defined under Public Resources Code Sections 6401 and 6407, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources; however, such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purposes associated with this Lease or for carrying out any function required by law, or the rules, regulations, or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.

- (3) Lessee agrees to allow the State, the State's easement holders, permittees or lessees to enter upon the Leased Lands in order to conduct authorized activities; provided that such parties shall provide Lessee with reasonable advance notice of their entry on the Leased Lands and the contemplated activities while on the Leased Lands. The State shall require such parties to indemnify, defend and hold Lessee harmless from and against any loss, cost, charge, cause of action or other liability of any kind whatsoever that arises out of such parties activities on, in or associated with the Leased Lands.
- (4) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (5) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

(b) Encumbrances

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims and is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

6. RULES, REGULATIONS, AND TAXES

- (a) Lessee shall comply with all applicable laws, regulations and rules of the United States, the State of California and counties or cities now or hereafter enacted or promulgated, including, without limitations, all applicable provisions of the Public Resources Code, the California Administrative Code, and the Statutes of California, regardless of which agency or government body may have jurisdiction with respect to enforcement. Lessee also agrees that in its employment practice hereunder, it shall not discriminate against any person because of race, color, religion, sex, ancestry, national origin physical disability, sexual orientation, AIDS or AIDS related condition(s), marital status or age.
- (b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtains and maintains all permits or other entitlements.
- (c) Lessee accepts responsibility for and agrees to pay any and all possessory interest taxes, assessments, user fees or service charges imposed on or associated with the leasehold interest, improvements or the Lease Premises, and such

payment shall not reduce rental due Lessor under this Lease and Lessor shall have no liability for such payment.

(d) In accepting this Lease, Lessee understands that the interest created herein may be subject to a possessory interest tax imposed by a local or county tax assessor. Any such possessory interest tax imposed shall not reduce any royalty due hereunder and payment of the tax shall be the liability of the Lessee.

7. INDEMNITY

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

(b) Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

8. INSURANCE

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insureds as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

(d) Workers Compensation: Lessee shall at all times in any and all of its operations hereunder and any works in and upon the Leased Lands, carry full and complete workers compensation insurance covering all of its employees.

9. SURETY BOND

(a) Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of consideration.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted by Lessor, or restored by Lessee as provided elsewhere in this Lease.

(d) Said bond shall require the surety to give at least 120 days written notice of its intention to cease acting as guarantor. If a surety gives notice of its intention to cease acting as a guarantor, the Lessee shall provide to State within 30 days of such notice a replacement bond of equal value to become effective upon the expiration of the existing bond. Failure to provide such a replacement bond within the required time shall constitute a default entitling State to levy against the entire amount of the existing bond. Lessee agrees that in no event shall the amount of the bond be construed as a limitation on its liability. This requirement shall be separate from any other bonding provisions of the Public Resources Code and the regulations of the State of California or any other State, local or federal requirement.

10. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Employment of operators and/or subcontractors by Lessee shall not be considered a sublease or assignment of this Lease; provided, however, that Lessee shall first notify Lessor of any intended operator and/or subcontractors and obtain Lessor's approval of the use of an operator and/or subcontractor. In the event of any subcontracting, Lessee shall remain liable for the operator's and/or subcontractor's activities including the payments of royalties.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee or sale or other transfer of a percentage of capital stock of Lessee which results in a change of controlling persons, or the sale or other transfer of substantially all the assets of Lessee;

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner

from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands, it shall be appurtenant to adjoining littoral or riparian land and Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give prior written notice to Lessor;

(2) Provide the name and complete business organization and operational structure of the proposed assignee, sublessee, secured third party, or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee. If the proposed assignee, sublessee, or secured third party is a general or limited partnership, or a joint venture, provide a copy of the partnership agreement or joint venture agreement, as applicable;

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrance or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted standard form (Agreement and Consent to Encumbrancing of Lease) available from Lessor upon request.

(g) Upon approval of an assignment by State the covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; and all parties hereto shall be jointly and severally liable hereunder.

(h) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises.

(i) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7,9,11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

11. DEFAULT AND REMEDIES

(a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a default or breach of the Lease by Lessee:

- (1) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease;
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease;
- (3) Lessee's vacation or abandonment of the Lease Premises (including the covenant for continuous use as provided for in paragraph 4) during the Lease term;
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements;

(5) Lessee's failure to comply with all applicable provisions of federal, state or local law, regulation or ordinance dealing with hazardous waste, substances or materials as defined under such law;

(6) Lessee's Failure to commence to construct and to complete construction of the improvements authorized by this Lease within the time limits specified in this Lease; and/or

(7) Failure of the Lessee to comply with any provisions of this Lease or with the laws, regulations, or rules applicable thereto shall immediately and without further notice constitute a default or breach of the Lease by Lessee.

(b) Lessee's failure to observe or perform any other term, covenant, or condition of this Lease or when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) Remedies

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises;
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice, Lessee shall immediately surrender possession of the Lease Premises to Lessor;
- (3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises; and/or
- (4) Exercise any other right or remedy which Lessor may have at law or equity.

12. INDEPENDENT SITE ASSESSMENT

Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of hazardous wastes, substances or materials as defined under federal, State or local law, regulation or ordinance manufactured, generated,

used, placed, disposed, stored, or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency(ies) and shall further be responsible for removing or taking other appropriate remedial action regarding such wastes, substances or materials in accordance with applicable federal, state or local law regulation or ordinance.

13. QUITCLAIM

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, a written notice by Lessor reciting such failure or refusal shall, from the date of its recordation be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

14. HOLDING-OVER

After expiration or earlier termination of lease, there is no holdover provision. Activities on premises shall constitute trespass without the express consent of the Lessor.

15. ADDITIONAL PROVISIONS

(a) Waiver

- (1) No term, covenant, or condition of this Lease and no default or breach of any such term, covenant or condition shall be deemed to have been waived, by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing.
- (2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition of any other default or breach of any term, covenant or condition of this Lease.

(b) Time

Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) Notice

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

(d) Consent

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) Changes

This Lease may be terminated and its term, covenants, and conditions amended, revised, or supplemented only by mutual written agreement of the parties.

(f) Successors

The terms, covenants, and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

(g) Joint and Several Obligation

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

(h) Captions

The captions of this Lease are not controlling and shall have no effect upon its construction or interpretation.

(i) Severability

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

(j) Record Keeping and Audits

(1) Lessee shall prepare and maintain accurate records of its operations under this Lease. On or before the 15th day of the month following the lease year, Lessee shall provide to State a detailed statement (hereinafter "Dredging Report") of the amount of Dredged Materials and copies of reports or contracts with the dredging operator substantiating the volume of Dredged Materials and placement of Dredged Materials.

(2) At the request of the State, the Lessee shall provide additional reasonable information to State to assist it in interpreting and evaluating the contents of Lessee's Dredging Report.

(3) All Dredging Reports and royalty statements shall be subject to audit by State. Upon reasonable advance notice to the Lessee from State, Lessee shall make available to State, during business hours, Lessee's books, records, calculations and other materials that are directly related to the Leased Lands and any other land joined with the Leased Lands under Lessee's plan of operation and the contents of its Dredging Reports.

(4) Lessee waives any rights or objections it may have and consents to the examination, inspection and audit of the books and records of Lessee and any other party associated with the dredging activities.

(5) Lessee shall, within 30 days of the State's request, provide copies of all data arising from Lessee's operation on the Leased Lands including, but not limited to, surveys of the Leased Lands conducted by or for Lessee before and after dredging under this Lease. All proprietary information and trade secrets shall be held in confidence by the State.

(k) Limitations

(1) This Lease does not authorize the construction or placement of any improvements or fixtures, including but not limited to groins, jetties, sea walls, breakwaters, and bulkheads on the Leased Lands.

(2) This Lease does not authorize Lessee to dredge for purposes of commercial resale, environmental mitigation credits or other private benefit without the prior written consent of the Lessor.

(l) Environmental Concerns

(1) Lessee hereby agrees to any and all restrictions, mitigation measures and other conditions adopted by the State or Federal agencies related to authorized dredging activities. Furthermore, Lessee agrees to comply with such other terms and conditions or limitations on its operations under this Lease which are considered necessary by the State.

(2) Lessee shall use all reasonable precautions to prevent waste of, damage to, or loss of mineral resources, fisheries, wildlife and the environment on or in the Leased Lands and shall be liable to State for any such waste, damage or loss to the extent that such waste, damage, or loss is caused by:

- (a) The intentional or negligent acts of Lessee, its employees, servants, agents, or contractors;
- (b) The breach of any provision of this Lease by Lessee, its employees, servants, agents, or contractors; or
- (c) The noncompliance of the Lessee, its employees, servants, agents, or contractors, with applicable statutes or rules and regulations of State provided, however, that nothing herein shall diminish any other rights or remedies which State may have in connection with any such negligence, breach or noncompliance.

(m) Conduct of Operations

Lessee shall safely conduct all dredging and disposal operations in accordance with accepted dredging and disposal methods and practices and with due regard for the protection of life and property, preservation of the environment and the conservation of natural resources.

(n) Existing Rights

This Lease is issued subject to all valid rights, previously granted by the State and existing on the date hereof. Such existing rights shall not be adversely affected by the issuance of this Lease.

(o) Suspension of Operations

(1) Lessee shall immediately suspend all operations under this Lease, except those which are corrective or mitigative, when ordered by the State to do so upon the State's

determination that Lessee's operations are causing or creating undue harm to public safety or to the environment or are otherwise not in the State's best interests. Lessee shall not resume operations under this Lease until the State has determined that adequate and feasible corrective or mitigative measures will be implemented by Lessee.

(2) No suspension ordered or approved under this paragraph shall relieve Lessee from any obligation under this Lease unless specifically provided in the terms of the suspension.

(p) No Warranty of Title

This Lease is issued upon the application of Lessee and is entered into without a formal title determination. This Lease shall in no way be construed as establishing the extent of the State's claim of title to any real property. The State makes no warranty as to title or rights of possession or quiet enjoyments of the Leased Lands.

/

Lease No. 6675 (A3924)

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE:

LESSOR:

SONOMA RESOURCE CONSERVATION DISTRICT

**STATE OF CALIFORNIA
STATE LANDS COMMISSION**

By: 
Che Casul

By: 
Robert Brian Bugsch

Title: Executive Director

Title: Chief, Land Management Division

Date: 8/2/2023

Date: 9/15/2023

ACKNOWLEDGMENT

Execution of this document was authorized by the California State Lands Commission on

August 17, 2023
(Month Day Year)

(CALIFORNIA)
ALL PURPOSE ACKNOWLEDGMENT

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

State of California

County of Sonoma

On August 2, 2023 before me, Diana Curtin, Notary Public
(here insert name and title of the officer)
personally appeared, Che Casal

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

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

WITNESS my hand and official seal

Signature Diana Curtin



Commission Number: 2373219

(SEAL)

Commission Expires: 09/01/2025

Lease 6475

- 15) Grant Deed recorded September 29, 1999 as Document No. 1999121677, Official Records of Sonoma County (3-S);
- 16) Grant Deed recorded March 21, 1979 in Book 3537, Page 446, Official Records of Sonoma County (4-R);
- 17) Grant of Easement recorded October 13, 2005 as Document No. 2005152954, Official Records of Sonoma County (4-R);
- 18) Grant Deed recorded September 11, 2003 as Document No. 2003191003, Official Records of Sonoma County (6-F);
- 19) Individual Grant Deed recorded November 6, 1989 as Document No. 89106236, Official Records of Sonoma County (6-F);
- 20) Grant Deed recorded February 15, 2018 as Document No. 2018010536, Official Records of Sonoma County (7-B);
- 21) Quit Claim Deed recorded June 15, 2007 as Document No. 2007068223, Official Records of Sonoma County (9-T);
- 22) Quit Claim Deed recorded June 14, 2001 as Document No. 2001078080, Official Records of Sonoma County (11-H);
- 23) Grant Deed recorded December 20, 2016 as Document No. 2016117474, Official Records of Sonoma County (12-A);
- 24) Grant Deed recorded April 14, 2010 as Document No. 2010-0018596, Official Records of Sonoma County (13-C);
- 25) Gift Deed recorded July 10, 2008 as Document No. 2008063150, Official Records of Sonoma County (13-C);
- 26) Corporation Grant Deed recorded December 31, 1975 as in Book 3033, Page 217 Official Records of Sonoma County (14-C);
- 27) Individual Grant Deed recorded October 23, 1992 as Document No. 1992 0132458, Official Records of Sonoma County (15-J);
- 28) Quit Claim Deed recorded June 12, 2012 as Document No. 2012055851, Official Records of Sonoma County (17-M);
- 29) Quit Claim Deed recorded June 12, 2012 as Document No. 2012055852, Official Records of Sonoma County (17-M);
- 30) Quit Claim Deed recorded June 12, 2012 as Document No. 2012055853, Official Records of Sonoma County (17-M);
- 31) Grant Deed recorded November 15, 2005 as Document No. 2005169315, Official Records of Sonoma County (17-M);
- 32) Grant Deed recorded December 22, 1997 as Document No. 97-073948, Official Records of Marin County (18-R);
- 33) Grant Deed recorded April 10, 1967 in Book 2120, Page 406, Official Records of Marin County (18-R);
- 34) Grant Deed recorded April 26, 1968 in Book 2207, Page 85, Official Records of Marin County (18-R);

- 35) Grant Deed recorded April 10, 1967 in Book 2120, Page 392, Official Records of Marin County (18-R);
- 36) Grant Deed recorded June 15, 2021 as Document No. 2021070095, Official Records of Sonoma County (19-B);
- 37) Individual Grant Deed recorded November 21, 1997 as Document No. 1997 0108428, Official Records of Sonoma County (20-C);
- 38) Grant Deed recorded January 27, 2005 as Document No. 2005011513, Official Records of Sonoma County (21-L);
- 39) Grant Deed recorded July 27, 1956 in Book 1489, Page 285, Official Records of Sonoma County (21-L);
- 40) Corporation Grant Deed recorded September 25, 1991 as Document No. 91-061381, Official Records of Marin County (23-R);
- 41) Quit Claim Deed recorded October 31, 2000 as Document No. 2000114497, Official Records of Sonoma County (24-H);
- 42) Deed of Trust and Assignment of Rents and Leases recorded November 17, 2021 as Document No. 2021124537, Official Records of Sonoma County (26-Y);
- 43) Grant Deed recorded July 7, 1995 as Document No. 1995 0054810, Official Records of Sonoma County (28-M);
- 44) Grant Deed recorded April 19, 1982 as Document No. 82020350, Official Records of Sonoma County (30-T);
- 45) Correction Quitclaim Deed recorded December 27, 2016 as Document No. 2016119191, Official Records of Sonoma County (30-T);
- 46) Grant Deed recorded July 8, 2005 as Document No. 2005097730, Official Records of Sonoma County (31-M);
- 47) Grant Deed recorded November 5, 2008 as Document No. 200899991, Official Records of Sonoma County (32-P).

EXCEPTING THEREFROM any portion lying landward of the ordinary high water mark of the banks of said river, bay, creeks and sloughs.

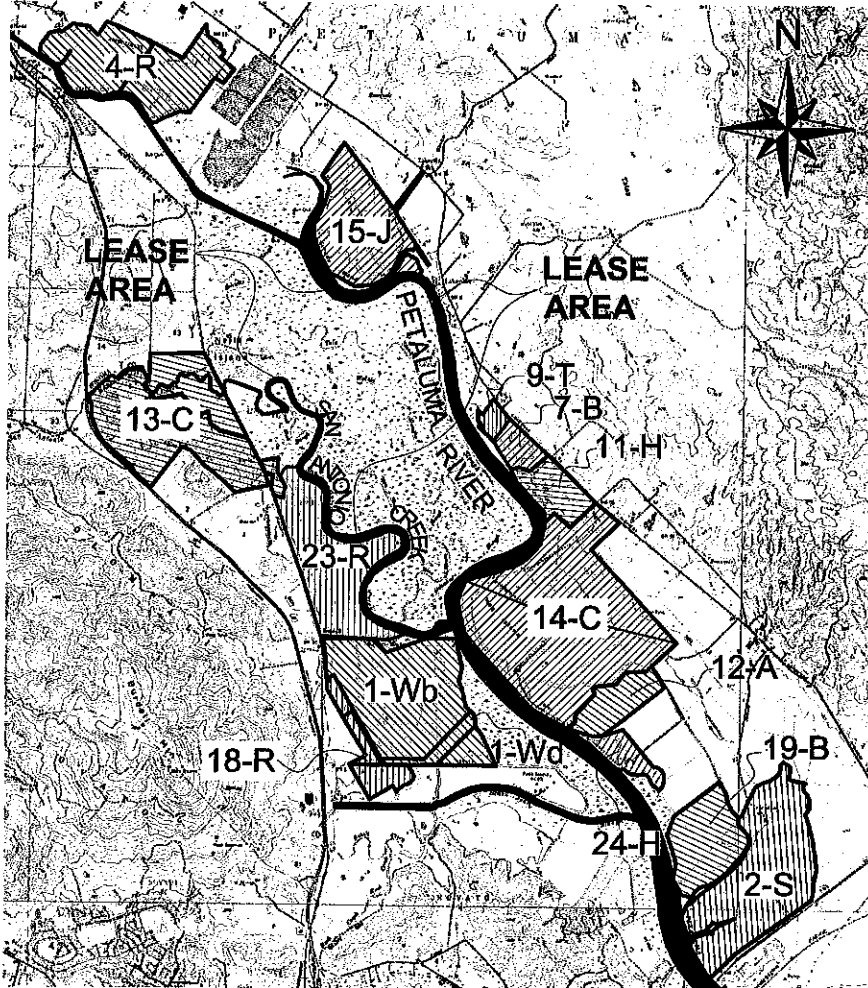
END OF DESCRIPTION

Prepared 04/28/2023 by the California State Lands Commission Boundary Unit



NO SCALE

SITE



SRCD Parcels No.:

- 1-Wb - APN 125-190-68
- 1-Wd - APN 125-190-72
- 2-S - APN 068-130-013
- 4-R - APN 068-010-034
APN 017-170-001
- 7-B - APN 068-110-052
- 9-T - APN 068-060-038
- 11-H - APN 068-110-025
- 12-A - APN 068-120-012
- 13-C - APN 019-360-006
APNs 125-130-04, 05, 06
- 14-C - APNs 068-120-001, 002
- 15-J - APNs 068-020-001, 002
- 18-R - APNs 125-190-24, 54, 70
- 19-B - APRs 068-130-001, 008
- 23-R - APN 125-160-13
- 24-H - APN 068-120-015

█ - LEASE AREA

PETALUMA RIVER, SAN ANTONIO AND NOVATO CREEKS

NO SCALE

LOCATION

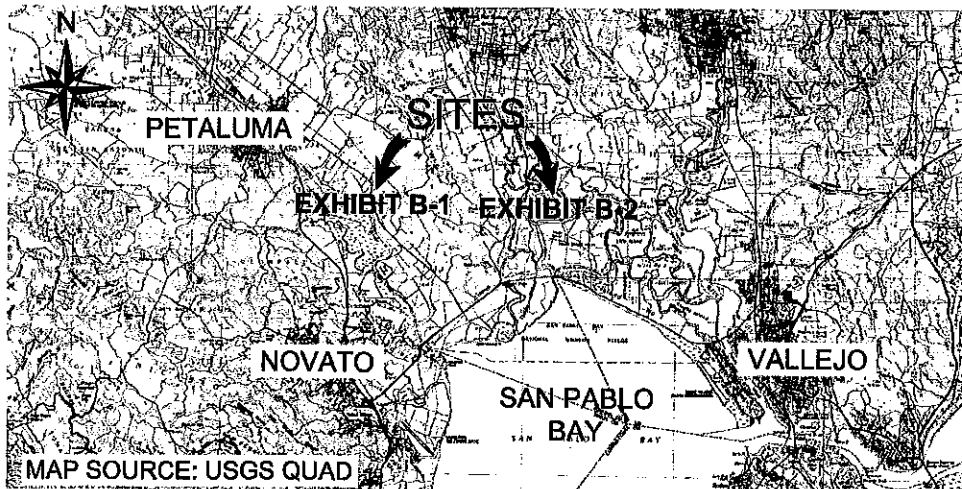


EXHIBIT B-1

LEASE 6675
SONOMA RESOURCE
CONSERVATION DISTRICT
DREDGING LEASE
MARIN & SONOMA
COUNTIES



SITE

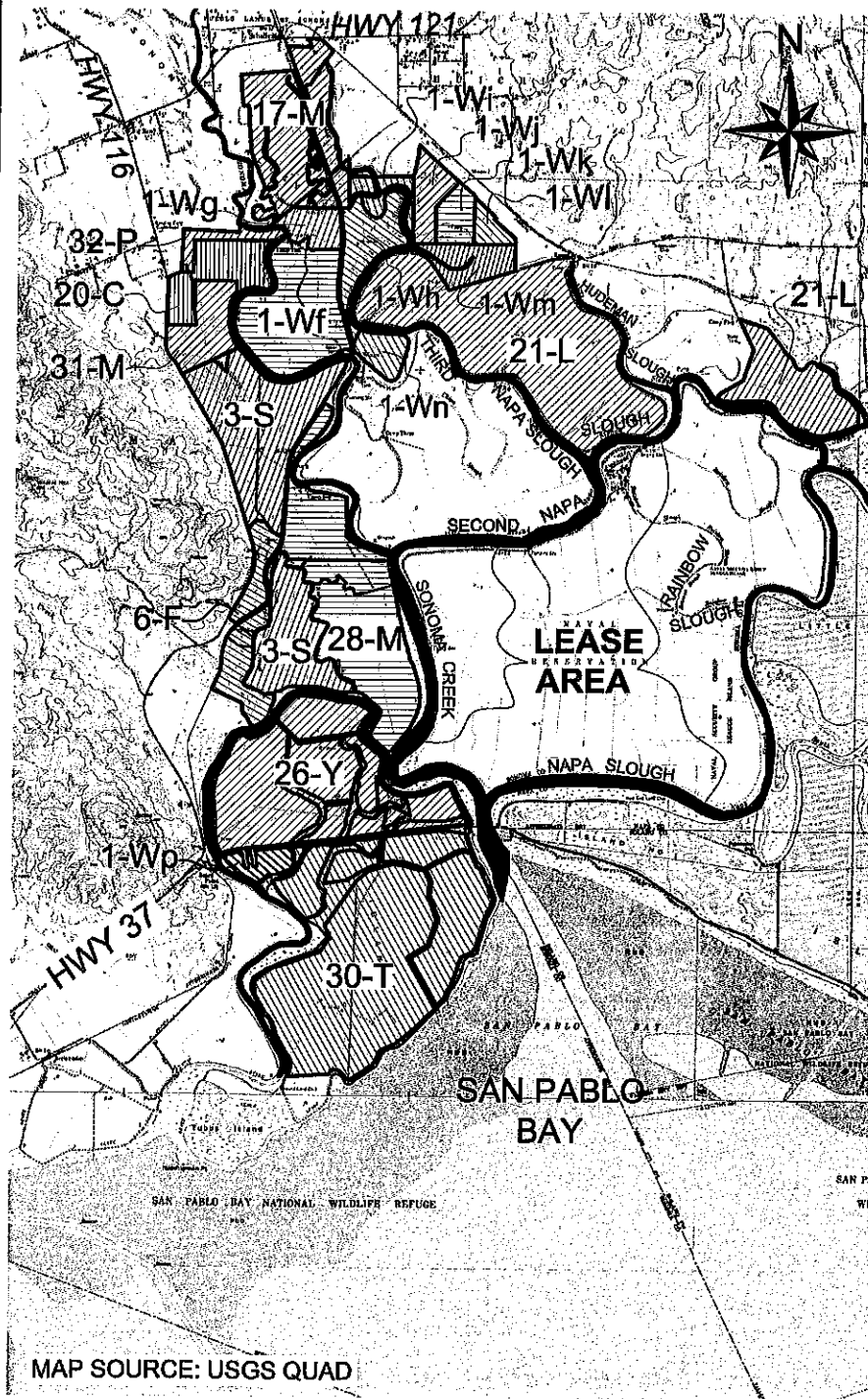
THIS EXHIBIT IS SOLELY FOR PURPOSES OF GENERALLY DEFINING THE LEASE PREMISES, IS BASED ON UNVERIFIED INFORMATION PROVIDED BY THE LESSEE OR OTHER PARTIES AND IS NOT INTENDED TO BE, NOR SHALL IT BE CONSTRUED AS, A WAIVER OR LIMITATION OF ANY STATE INTEREST IN THE SUBJECT OR ANY OTHER PROPERTY.

TS 04/28/2023

NO SCALE

SITE

SRCD Parcels No.:



- 1-Wf - APN 128-491-051
- 1-Wg - APN 128-491-050
- 1-Wh - APN 128-491-003
- 1-Wi - APN 135-071-017
- 1-Wj - APN 135-071-015
- 1-Wk - APN 135-071-012
- 1-Wl - APN 135-071-020
- 1-Wm - APN 128-491-004
- 1-Wn - APN 128-491-051
- 1-Wp - APN 068-190-018
- 3-S - APN 128-491-040
APN 142-122-001
APN 128-491-011
- 6-F - APNs 068-190-021, 022
APN 142-122-004
- 17-M - APNs 128-471-003, 004, 015
APNs 128-471-007, 014
APN 128-471-006
- 20-C - APN 128-491-056
- 21-L - APNs 128-491-005, 006, 007
APN 128-491-016
- 26-Y - APNs 068-220-001, 002, 003, 004
APNs 068-220-005, 006, 007, 008
APNs 068-220-009, 010, 011, 012
APNs 068-220-013, 014, 015
- 28-M - APNs 128-491-022, 023
- 30-T - APNs 068-180-003, 004, 005, 006
APN 068-180-007
APNs 068-180-011, 013, 017, 020
- 31-M - APN 128-491-059
- 32-P - APN 128-471-017

- LEASE AREA

SAN PABLO BAY, SONOMA CREEK, TOLAY CREEK, NAPA SLOUGH
 , SECOND NAPA SLOUGH, THIRD NAPA SLOUGH,
 HUDEMAN SLOUGH, STEAMBOAT SLOUGH,
 SCHELL SLOUGH AND RAILROAD SLOUGH.

EXHIBIT B-2

LEASE 6675
 SONOMA RESOURCE
 CONSERVATION DISTRICT
 DREDGING LEASE
 MARIN & SONOMA
 COUNTIES

THIS EXHIBIT IS SOLELY FOR PURPOSES OF GENERALLY DEFINING THE LEASE PREMISES, IS BASED ON UNVERIFIED INFORMATION PROVIDED BY THE LESSEE OR OTHER PARTIES AND IS NOT INTENDED TO BE, NOR SHALL IT BE CONSTRUED AS, A WAIVER OR LIMITATION OF ANY STATE INTEREST IN THE SUBJECT OR ANY OTHER PROPERTY.

TS 04/28/2023