

Moccasin Point Marina
FIFTH AMENDMENT TO CONCESSION LEASE AGREEMENT

THIS FIFTH AMENDMENT TO CONCESSION LEASE AGREEMENT (the “**Fifth Amendment**”) is effective as of _____ 2025-2026 (the “**Execution Date**”), by and between the Turlock Irrigation District and Modesto Irrigation District (collectively, the “**Don Pedro Recreation Agency**” or “**Agency**”), and Moccasin Point SMI Opco, LP, a Delaware limited partnership, Don Pedro SMI, LP, a Delaware limited partnership, and Don Pedro SMI Opco, LP, a Delaware limited partnership (collectively, “**Concessionaire**”).

RECITALS

WHEREAS, Agency, as lessor, and Concessionaire (as successor-in-interest), as lessee, are parties to that certain Concession Lease Agreement dated March 25, 1997, as amended by that certain First Amendment dated November 23, 1999, Second Amendment dated July 21, 2000, Third Amendment dated March 12, 2002, and Fourth Amendment dated November 25, 2003, as assigned by that certain Assignment and Memorandum of Concession Lease Agreement (the “**Assignment**”) (collectively, the “**Lease**” or the “**Agreement**”), which Lease is for that certain tract or parcel of land lying and being on and adjacent to Moccasin Point Recreation Area, Don Pedro Project located in Tuolumne County, California (the “**Concession Area**”);

WHEREAS, Agency and Concessionaire desire to amend the Lease.

AGREEMENT

For good and valuable consideration which the parties acknowledge receiving, Agency and Concessionaire hereby agree, and the Lease is amended, as follows:

1. Recitals. The Recitals are confirmed to be true and correct and are incorporated into this Fifth Amendment.
2. Application of Lease Terms. Capitalized terms used in this Fifth Amendment and not defined herein shall have the meanings given to them in the Lease; provided, however, that all references in the Lease to “the Lease” or “this Lease” or similar references shall be a reference to the Lease as amended from time to time, including by this Fifth Amendment.
3. Temporary Mooring. Section 1-1.01 of the Lease is replaced in its entirety with the following:

1-1.01. Grant to Concessionaire. Agency grants to Concessionaire the right to develop, operate, and maintain the Concession Area, described in the map titled “ALTA/NSPS LAND TITLE SURVEY, MOCCASIN POINT MARINA, AT LAKE DON PEDRO MARINA, TUOLUMNE COUNTY, CALIFORNIA” attached as Attachment 1 (incorporated by reference) which updates facilities within the Concession Area, and identifies areas referenced in the low water plan.

- a. Moccasin Point Location: The concession shall be located in the Concession Area so long as the lake level remains at or above seven hundred and forty (740) feet.
- b. Temporary Mooring: If the lake level of the Concession Area should drop below seven hundred and forty (740') feet, as reasonably determined by Concessionaire, the Concessionaire is permitted to establish temporary mooring within the Concession Area where Concessionaire may relocate vessels for the duration of the lowered lake level. Prior to relocating any vessels Concessionaire will submit the proposed relocation plan to Agency Director for review and approval by Turlock Irrigation District Chief Dam Safety Engineer. The Chief Dam Safety Engineer retains authority to approve, revise, or reject the plan if it does not, in their sole judgment, adequately accommodate dam operations to assure dam safety, or if required FERC approvals are denied.

Notwithstanding the foregoing, the relocation plan attached hereto as Attachment 2 (incorporated by reference) to this Fifth Amendment (the “**Pre-Approved Relocation Plan**”) is approved by Agency Director and Chief Dam Safety Engineer as of the date hereof and Concessionaire may act in accordance with the Pre-Approved Relocation Plan without obtaining any further approvals.

- c. Concessionaire acknowledges that the primary purpose of Don Pedro Lake waters are for irrigation and power generation. Agency has no obligation to maintain the water at any particular level nor to consider the interests of the Concessionaire when altering the water level.

4. Concession Fee Rates. Section 1-5.01(a) of the Lease is replaced in its entirety with the following:

Starting with the concession year bBeginning on January 1, 2026, counting from the Effective Date forward, Concessionaire shall pay to Agency a sum equal to seven percent (7%) of Concessionaire’s annual Gross Receipts as defined in Section 1-5.03, made from or upon the Concession Area during each concession year. However, if the concession fee for any concession year the marina is located entirely at the Moccasin Point location is less than \$37,000, or less than \$16,500 if relocated pursuant to Section 1-1.01(b), Concessionaire will pay the difference to Agency within sixty (60) days following the date on which Agency reconciles the concession fees due versus paid as set forth in Section 1-5.01(c) of this Lease. If the marina is relocated for a portion of the concession year, the minimum concession fee will be determined based on the proportion of time the marina was located at Moccasin Point and the relocation destination.

5. Environmental Assessment by Concessionaire. Section 1-8.06 of the Lease is replaced in its entirety with the following:

At any time during the term of the Agreement, Concessionaire may but is not required to, at its sole cost and expense, engage a licensed certified Environmental Consultant to perform an environmental assessment of the Premises. In addition, Concessionaire shall perform, or have performed at its cost and expense, any environmental assessments or other investigation of the Premises that may be required by any Governmental agency.

6. Environmental Indemnity. The parties acknowledge and agree that Concessionaire's obligation to defend, indemnify and hold harmless the Agency as set forth in Section 1-8.08 of the Lease (1) does not extend to damages resulting from Hazardous Materials or Substances that migrate onto the Premises from an adjacent parcel, and (2) only applies to the extent that damages were caused by actions or inactions of Concessionaire.
7. Notices. The Concessionaire notice address set forth in Section 1-16.01 of the Lease shall be updated to the following:

To Concessionaire: Suntex Marinas
17330 Preston Road, Suite 100C
Dallas, TX 75252
Attn: General Counsel

With a copy to: Moccasin Point Marina
Attn: General Manager
11405 Jacksonville Road
Jamestown, CA 95327

8. Development. Agency acknowledges that the improvements required to be made by Concessionaire in Sections 2-1 and 2-2.01 of the Lease have been performed and Concessionaire has no further obligations with respect thereto.
9. Authorized Services. Section 2.3 of the Lease is amended as following:
 - (a) Section 2-3.01(a)(3) is replaced in its entirety to read: "At Concessionaire's sole discretion as to total number offered at any given time, up to thirty-two (32) boat slips."
 - (b) Sections 2-3.01(a)(4) and 2-3.01(a)(7) are replaced in their entirety to read: "At Concessionaire's sole discretion as to total number offered at any given time, up to sixty-two (62) combined houseboat slips and private houseboat mooring lines to accommodate private houseboats."
 - (c) Section 2-3.01(a)(5) is replaced in its entirety to read: "At Concessionaire's sole discretion as to total number offered at any given time, up to twenty (20) houseboat rentals, subject to the conditions in Section 2-4 of this Agreement and subject to the requirement that private houseboats assigned to Moccasin Point Marina be given preference for pumpout services."
 - (d) Section 2-3.01(a)(6) is replaced in its entirety to read: "At Concessionaire's sole discretion as to total number offered at any given time, up to thirty (30) watercraft rentals consisting of any combination of the following, subject to conditions in Section 2-4 of this Agreement: fishing boats, deck boats, water ski boats, or personal water craft ("Wave Runners")."

(e) Section 2-3.01(a)(8) is replaced in its entirety to read: “At Concessionaire’s sole discretion as to total number offered at any given time, up to twenty-two (22) dry storage spaces.”

10. A new section 2-3.01(b) is added that reads:

b. At any time the Concessionaire desires to add new facilities or increase the number of boat slips, houseboat slips, private houseboat mooring lines, houseboat rentals, or watercraft rentals authorized under this section 2-3.01 it must first conduct a study to evaluate the recreational carrying capacity of the Moccasin Point Concession Area. The study will determine if any new facilities and/or the number of slips, boats, houseboats, and rental vessels and equipment that can be operated on the lake from the Concession Area without materially compromising safe recreational use and environmental quality thereof, or materially degrading the lake and facilities. The study will be submitted to the Agency for approval prior to implementing any changes, with such approval not to be unreasonably withheld or delayed. The study will be used by the Concessionaire to evaluate the range of options available in establishing the number and types of boating slips, and rental vessels and equipment to be offered.

Agency retains the right to require changes to Concessionaire’s lake operations including the boat slips and rental fleet as necessary to comply with governmental authorities and actions, or to accommodate dam operations to assure dam safety.

11. Operations and Maintenance.

(a) Section 3-1.01 is deleted in its entirety.

(b) Section 3-1.02 is replaced in its entirety with the following: “Standard of Service. The Concession Area shall be staffed with competent personnel at all times Concessionaire remains open for operation under this Agreement. Concessionaire will ensure that all personnel perform work in accordance with all standards of care and diligence consistent with recognized and sound marina operation practices, procedures, and techniques in practice at reservoir marinas and like facilities. Concessionaire will ensure that work carried out under this Agreement is performed in compliance with all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards.

(c) Section 3-2.01(d) of the Lease is amended to add the word “reasonably” before “deems.”

12. Houseboat Rules. Beginning on the Effective Date January 1, 2026, DPRA Regulations and Ordinances Appendix A – Section 4.5.14 Houseboat Rules are hereby inapplicable to

Concessionaire's operations with the Concession Area, and Concessionaire must comply with and enforce the requirements in Attachment 3 (incorporated by reference) entitled "Houseboat Requirements," pursuant to the policies and procedures set out in Attachment 4 (incorporated by reference, and including but not limited to the DPRA appeal process for permit revocation or non-renewal set forth therein), entitled ("Additional Procedures Governing Houseboating").

13. Houseboat Permitting. Beginning on January 1, 2026~~the Effective Date~~, Concessionaire shall be responsible for issuing and administering houseboat permits for the right of an individual to store a houseboat in the Concession Area (a "Houseboat Permit"), consistent with the terms of this Agreement and the attached Houseboat Requirements, and subject to the appeals process for revocation or non-renewal of Houseboat Permits set forth in Attachment 4, which process is incorporated herein by reference and shall not be amended or revoked without the prior written consent of the DPRA Board of Control. Concessionaire may determine whether to issue a Houseboat Permit in its sole discretion and may put in place any such policies and procedures as Concessionaire deems appropriate in processing applications for a Houseboat Permit. Concessionaire may also establish a fee to apply for, obtain and renew a Houseboat Permit and any fees collected with respect to the Houseboat Permit shall be Concessionaire's property. Concessionaire is authorized to establish and enforce rules and regulations for holders of Houseboat Permits ("Houseboat Permit Holders") and may collect fines in connection with the violation of such rules and regulations, which fines shall remain property of Concessionaire. Concessionaire shall have the right to revoke or choose not to renew a Houseboat Permit and cause the removal of the houseboat associated with such Houseboat Permit following such revocation or non-renewal, subject to the appeals process for revocation or non-renewal of Houseboat Permits set forth in Attachment 4. Concessionaire indemnifies and holds harmless the Agency from any and all claims related to Concessionaire's exercise of permitting or enforcement authority under this Section. Agency represents and warrants that Agency has the authority to grant Concessionaire the authority and privileges conveyed in this Section 18 at the time this Second Amendment was executed. Attachment 4 outlines Suntex's regulations and procedures governing houseboating.
14. Ratification. As amended hereby, the Lease is ratified and confirmed as being in full force and effect. Each party agrees that, as amended hereby, the Lease is the binding and enforceable obligation of such party. To the extent of any conflict or inconsistency between this Fifth Amendment and the terms of the Lease, the terms of this Fifth Amendment shall govern and control to the extent, but only to the extent, of such conflict or inconsistency. Nothing in this Fifth Amendment shall be deemed a waiver or release of any unperformed obligations of Landlord and Tenant under the Lease, including, without limitation. References in the original Lease to "this Lease," "the Lease," "this Agreement," or "the Agreement" or similar shall be a reference to the original Lease as amended from time to time, including by this Fifth Amendment.
15. Counterpart Execution. This Fifth Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one instrument. Executed counterparts of this Fifth Amendment may be exchanged by electronic mail, which executed counterparts shall serve as originals for all purposes.
16. Execution and Delivery of Fifth Amendment. This Fifth Amendment will not be effective or

binding on either party unless and until it has been executed by both Agency and Concessionaire, and a fully-executed Fifth Amendment has been delivered to Agency and Concessionaire.

[Signature on following page]

IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment to be effective as of the Effective Date.

AGENCY:

TURLOCK IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____

MODESTO IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____

CONCESSIONAIRE:

MOCCASIN POINT SMI, OPCO, LP,
A Delaware limited partnership

By: SMI CA OpCo Holding, LLC,
a Delaware limited liability
company, its general partner

By: _____

Name: _____

Title: _____

ATTACHMENT 1

Lake Don Pedro Marina Concession Area Map

EXHIBIT B-2

Legal Description

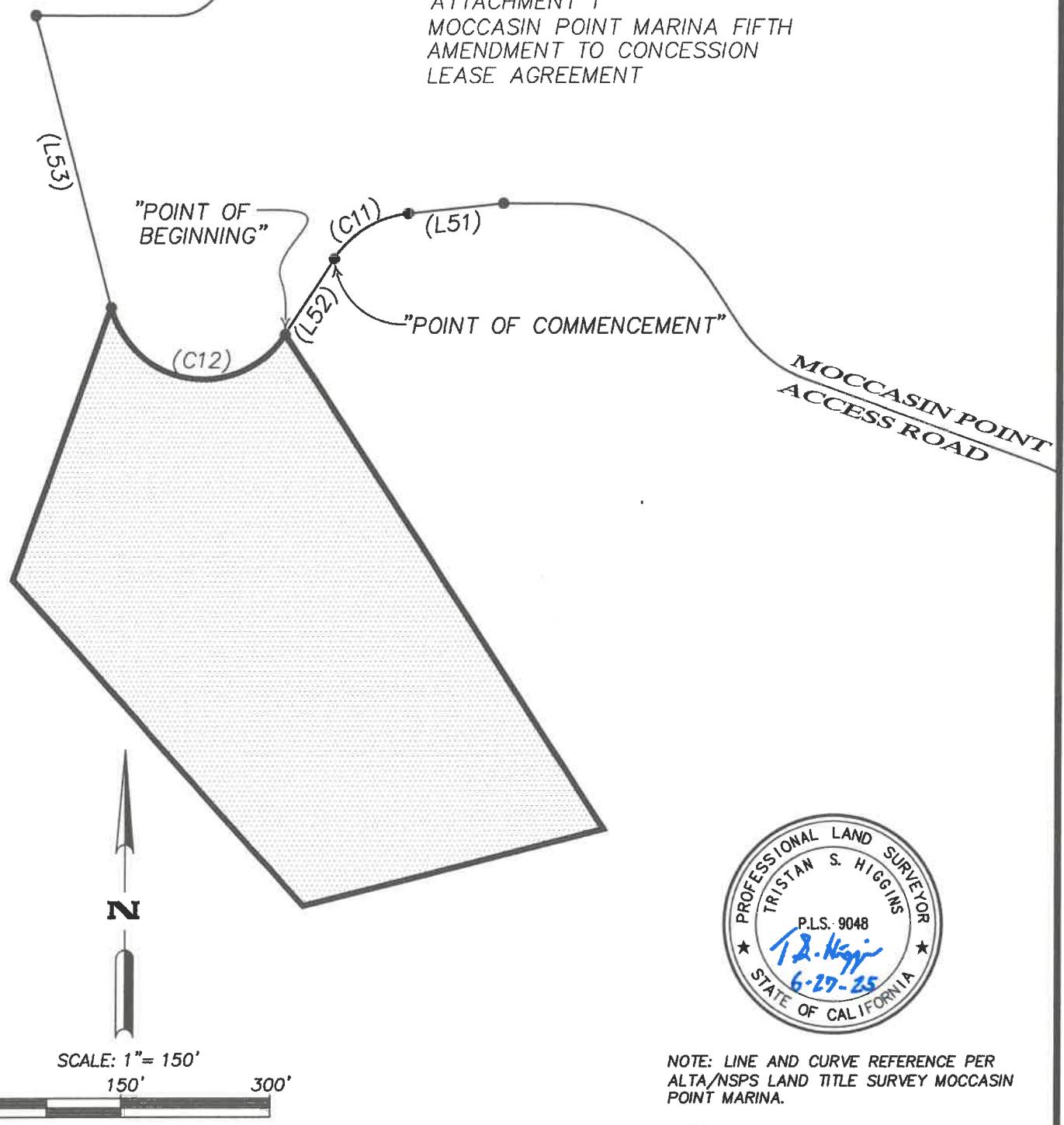
A leasehold in a portion of Sections 20 and 29, both of Township 1 South, Range 15 East, Mount Diablo Base and Meridian, said leasehold being more particularly described as follows:

Commencing the northeasterly terminus of that certain line depicted as L52 on that certain ALTA/NSPS Land Title Survey for Moccasin Point Marina, by Slooten Consulting Inc., dated 5/12/2017, said ALTA/NSPS Land Title Survey being Attachment 1 of this Moccasin Point Marina Fifth Amendment to Concession Lease Agreement; thence South 32° 31' 43" West along said line L52, a distance of 90.41 feet to a point on a tangent curve concave northeasterly having a radius of 97.00 feet, said curve being depicted as C12 in said ALTA/NSPS Land Title Survey, said point being the Point of Beginning of this leasehold description; thence along said 97.00 foot radius curve through a central angle of 132° 37' 48", a distance of 224.54 feet; thence South 19° 43' 15" West a distance of 290.71 feet; thence South 41° 53' 07" East a distance of 439.40 feet; thence North 75° 41' 20" East, a distance of 310.45 feet; thence North 32° 49' 58" West, a distance of 591.17 feet to the Point of Beginning.

Containing an area of 4.27 acres, more or less.



MOCCASIN POINT MARINA
LEASEHOLD
ATTACHMENT 1
MOCCASIN POINT MARINA FIFTH
AMENDMENT TO CONCESSION
LEASE AGREEMENT



DATE: JUNE 27, 2025
DRAWN: MV
DESIGN:
CHECKED: TH
APPROVED: TH

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B-2
LEASEHOLD
SECTION 20 AND 29: T.1 S., R.15 E., M.D.B.&M.

TD
WATER & POWER

2025-046 PLAT

ATTACHMENT 2
Pre-Approved Relocation Plan



Don Pedro Low Water Plan

PURPOSE: To provide guidance, controls, and shared information of marina adjustments when low water levels impact marina operations.

COVERAGE: This process applies Don Pedro Marina vessels

GUIDELINES: These guidelines will ensure plan accuracy for drought, extreme drought conditions, and extreme drought conditions below 670' water level.

RESPONSIBILITY: The General Manager will execute planning, organization, and facilitation of the plan after SMI Executive approval and review by DPRA.

Overview

Low water levels caused by irrigation district usage and lack of precipitation (snowpack / rain) feeding into Lake Don Pedro requires specialized adjustment of assets to accommodate the customer and facilities.

Each of the following steps should be assessed and approved by the Regional Director and reviewed by the SMI executive team along with DPRA sign off.

Low Water Plan – Drought Conditions 740' and above

Low Water Plan – Extreme Drought Conditions 740' to 670'

Low Water Plan – Extreme Drought Conditions Below 670'. No historical data to provide mooring accommodations or marina operations. Lowest water level recorded is 671.19.



DATE	RES ELE FEET	RES AF	STORAGE AF	CHG AF	TOC AF	STO AF	ABV AF	TOC CFS	OUTFLOW CFS	INFLOW CFS	PPT INC INCHES
10/02/2015	673.19	639,823	-2,821	1,748,621	-1,108,798	2,220	798	0.00			
10/03/2015	672.74	637,009	-2,814	1,736,896	-1,099,888	1,638	219	0.00			
10/04/2015	672.58	636,447	-562	1,725,172	-1,068,725	984	700	0.00			
10/05/2015	672.14	633,642	-2,805	1,713,448	-1,079,806	1,539	125	0.00			
10/06/2015	671.62	630,845	-2,797	1,701,724	-1,070,879	1,994	584	0.00			
10/07/2015	671.39	629,170	-1,675	1,690,000	-1,060,830	1,037	192	0.00			
10/08/2015	671.33	628,612	-558	1,690,000	-1,061,388	628	347	0.00			
10/09/2015	671.19	628,612	0	1,690,000	-1,061,388	849	849	0.00			
10/10/2015	671.24	628,612	0	1,690,000	-1,061,388	153	153	0.00			
10/11/2015	671.36	629,170	558	1,690,000	-1,060,830	113	394	0.00			
10/12/2015	671.54	630,286	1,116	1,690,000	-1,059,714	115	678	0.00			
10/13/2015	671.67	631,403	1,117	1,690,000	-1,058,597	119	683	0.00			
10/14/2015	671.80	631,403	0	1,690,000	-1,058,597	114	114	0.00			
10/15/2015	671.85	631,963	560	1,690,000	-1,058,037	392	674	0.00			
10/16/2015	671.95	631,963	0	1,690,000	-1,058,037	229	229	0.00			

Don Pedro Marina within Fleming Meadows can be adjusted without moving permanent structures (i.e., anchoring). Anchor cables have been extended to accommodate low water and extreme draught with marina adjustments.

Houseboat Marina within Fleming Meadows can be adjusted without moving permanent structures (i.e., anchoring). Anchor cables have been extended to accommodate low water and extreme draught with marina adjustments.

Private houseboats will be relocated to Lone Gulch and then temporary mooring lines when Lone Gulch is unable to accommodate them. The temporary mooring lines extend from Schoolhouse Point to the West Bay.

Low Water Plan - Drought Conditions (740' and above)

The plan is listed below on operational and maintenance aspects of low water drought conditions occurring at **740'** and above.

Blue Oaks:

- Haul and Launch services will be available as long as the launch ramp remains open, as determined by the agency.
- Repair Yard fully operational.

Don Pedro Marina (Fleming Meadows):

- At or before 750' water level, private houseboats will need to relocate from the back of Gilman Gulch, Schoolhouse Cove, and Buzzard Cove to Lone Gulch mooring previously approved by DPRA. Lone Gulch can accommodate 30 private houseboats with current anchor points.
- At or above 750' water level, mooring lines will need to be connected to lower deadmen locations within Gilman Gulch, Schoolhouse Cove, and Buzzard Cove.
- Customer boats will be scheduled for customer movement from Gilman, Schoolhouse, and Buzzard to buoy field within previously DPRA board approved location in Lone Gulch. These will be individual phone calls to accommodate customer needs.
- The marina will be adjusted North and slightly West to accommodate low water level.
- Anchors have been dropped for outbound and inbound adjustment.
- Water taxi service will be available during normal business hours. Due to the increase in demand, reservations are requested through the office.
- Full operation of Lake Don Pedro Marina and Houseboat Marina.

Shoreline Deadman Anchor – West Bay 760' Water Level



Low Water Plan - Extreme Drought Conditions (740' and 670')

The plan is listed below on operational and maintenance aspects of extreme drought conditions occurring at **740'** and **670'**.

Blue Oaks:

- Haul and Launch will close in when water level reaches 720'. Third-party transportation companies will need to undergo a vetting process initiated by customers requesting this service.
- Repair Yard fully operational

Don Pedro Marina (Fleming Meadows):

- Customer boats will be scheduled for customer movement from Gilman, Schoolhouse, and Buzzard to buoy field within previously DPRA board approved location from Schoolhouse point to West Bay, shown below as "T Lines". These will be individual phone calls to accommodate customer needs.
- The marina will be adjusted North and slightly West to accommodate low water level.
- Anchors have been dropped for outbound and inbound adjustment.
- DPRA will establish 5MPH wake zone throughout the Fleming Meadows houseboat and marina area to accommodate for Temporary Lines. Starting at School House point and Lone Gulch point.
- 3 Pump out services will be provided:
 - Via barge service (additional fee)
 - Stationary docks (extension dock and rental dock, no fee)
- Water taxi service will be available during normal business hours. Due to the increase in demand, reservations are requested through the office.
- Full operation of Lake Don Pedro Marina and Houseboat Marina.

Fleming Meadows Launch Ramp – 755' Water Level



Low Water Plan - Extreme Drought Conditions (Below 670')

- Historical data is not available for water level below 671.19.
- There are currently no viable moorage options available for vessel relocation. Please refer to the section titled 'New Mooring Requirements' below for further details.
- All houseboats should be removed from the water by third-party over-the-road transport companies before the Fleming Meadows launch ramp transitions to a dirt surface.
- Houseboat storage is available at Blue Oaks Repair Yard on a first-come, first-served basis. Please note that the yard has limited capacity and may not be able to accommodate all 257 private houseboats. If storage at Blue Oaks Repair Yard is full, houseboat owners are encouraged to seek alternative storage options at other facilities.
- Don Pedro Marina cannot perform vessel haul-outs while the Blue Oaks launch ramp is closed at elevations below 720'. Additionally, the Don Pedro Marina transport truck designated for haul-outs is not registered for operation on California roadways.

New Mooring Requirements - Governing Agencies

To establish a new mooring field or temporary marina location, the following agencies must review and approve the submitted plan and issue the necessary permit.

- Army Corps of Engineers approval and permit for new mooring location
- California Water Boards NPDES permit and approval for new mooring location
- Bureau of Land Management approval and permit for new mooring location
- CEQA and NEPA documents for digging holes for deadman placement for new mooring location
- Archaeology study for new mooring/marina location.
- Fish and Wildlife approval and permit for new mooring location
- Tuolumne County Fire Marshal inspection and approval of new mooring location

Temporary Mooring Lines During Extreme Drought 2014



Pictures:

Don Pedro Marina Normal Water Level



Don Pedro Marina - HB Buoy Line Configuration for Low Water Moorage (Shoreside Deadman)



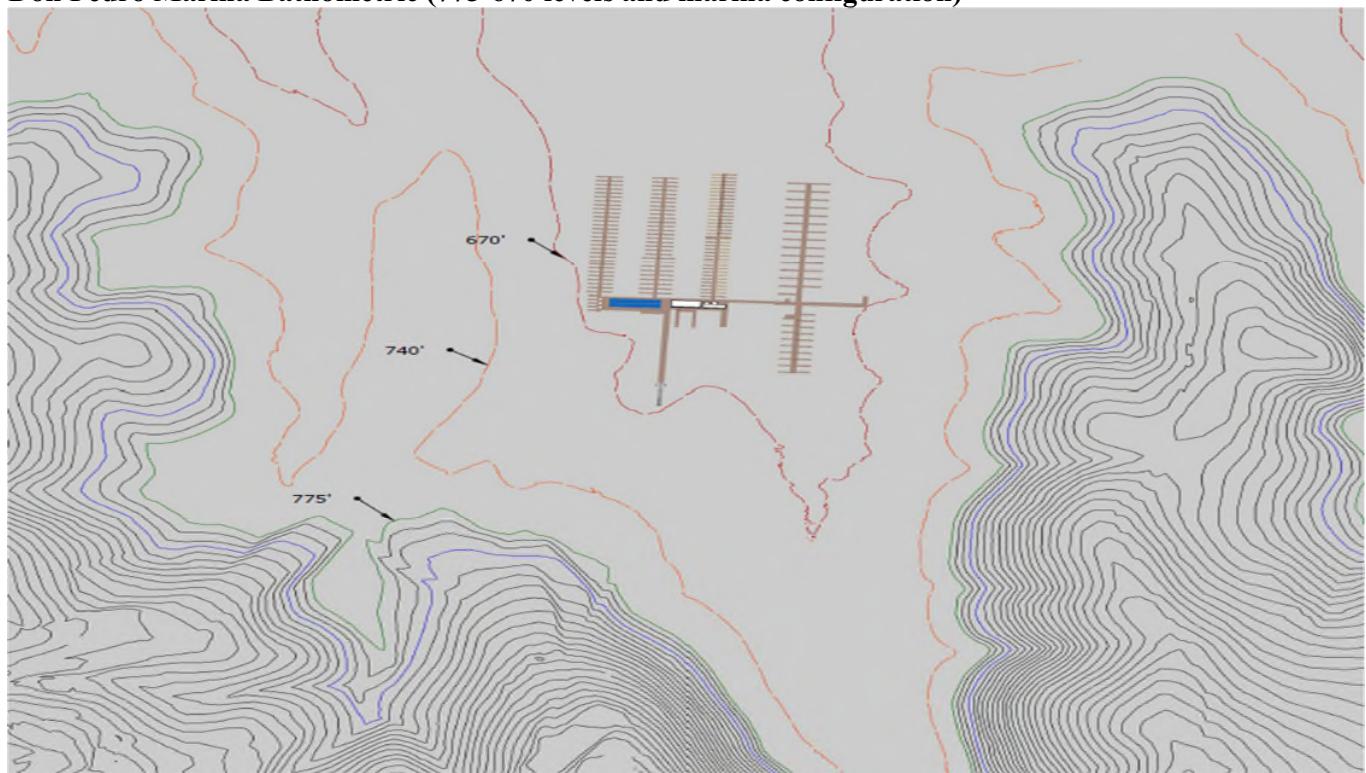
Don Pedro Marina 710' Water Level



Don Pedro Marina 730' Water Level



Don Pedro Marina Bathometric (775-670 levels and marina configuration)



Moccasin Point Low Water Plan (under Suntex Ownership)

PURPOSE: To provide guidance, controls, and shared information of marina adjustments when low water levels impact marina operations.

COVERAGE: This process applies Moccasin Point Marina vessels under Suntex ownership.

GUIDELINES: These guidelines will ensure plan accuracy for drought and extreme drought conditions.

RESPONSIBILITY: The General Manager will execute planning, organization, and facilitation of the plan after SMI Executive approval and review by DPRA.

Overview:

Low water levels caused by irrigation district usage and lack of precipitation (snowpack / rain) feeding into Lake Don Pedro requires specialized adjustment of assets to accommodate the customer and facilities.

Moccasin Point Marina cannot be adjusted for low water levels and will need to sit on dry land until water returns to the area. Adjustment is not optional due to the distance and PLR compliance concerns. The houseboats will need to be moved to the Fleming Meadows recreation area of Lake Don Pedro for temporary storage.

Don Pedro Marina within Fleming Meadows can be adjusted without moving permanent structures (i.e., anchoring).

The plan is listed below on operational and maintenance aspects of drought conditions occurring at 730'. Plan activates when current levels are at 765'.

Vessels will be put back into place once an 800' water elevation is reached, or water projections stay consistently above 780' for 12-months.

Moccasin Point Marina:

Plan at 765' water level:

- Schedule houseboat customer vessels for movement to buoy field outside of the houseboat dock that houses private boats within Fleming Meadows area. All boats MUST be relocated by 730' elevation.
 - These will be individual phone calls to accommodate customer needs.
 - Movement to take place over a period of days that will be communicated when water level projections are received from TID.
 - Small Boats can request slips at Don Pedro Marina. Accommodations based on availability.
 - Houseboats will be moored on buoy lines in the Fleming Meadows area.
- Pricing:
 - HB dock customers will be charged buoy line market rate of temporary site.
 - Cable diameter and hardware is greater than that utilized at Moccasin.
 - Labor expenses to install temporary lines.
 - Equipment and fuel use to install temporary lines.
 - SB dock customers will be charged market rate for slips based on availability.
- Begin prep work for adjusting to optimal resting pad and will be contingent upon water projections provided by TID.
 - This includes proper environmental shut down and utility / fuel line storage.
- Fuel/pump out/fresh water will be available at Don Pedro Marina.

Moccasin Point Low Water Plan (non-Suntex Ownership)

Extreme Drought Conditions Below 730'

PURPOSE: To provide guidance, controls, and shared information of marina adjustments when low water levels impact marina operations.

COVERAGE: This process applies Moccasin Point Marina vessels under non-Suntex ownership.

GUIDELINES: These guidelines will ensure plan accuracy for drought and extreme drought conditions.

RESPONSIBILITY: Owner of marina facility and review by DPRA.

Overview:

Low water levels caused by irrigation district usage and lack of precipitation (snowpack / rain) feeding into Lake Don Pedro requires specialized adjustment of assets to accommodate the customer and facilities.

The houseboats will need to be moved to the Fleming Meadows recreation area of Lake Don Pedro for temporary storage. Moccasin Point Marina owner to work with Lake Don Pedro Marina General Manager and Regional Manager on planning the temporary moorage location for **62** private houseboats.

The plan is listed below on operational and maintenance aspects of extreme drought conditions occurring at 730'. This plan must be activated 90-days before water level reaches 730' to provide Don Pedro Marina the time to order material, install lines and hardware, rent necessary equipment and communicate with customers.

Vessels will be put back into place once an 800' water elevation is reached, or water projections stay consistently above 780' for 12-months.

Moccasin Point Marina:

Plan at 90-days before 730' water level is reached:

The collaboration between Moccasin Point Marina and Lake Don Pedro Marina is set to initiate upon the indication from the Turlock Irrigation District (TID) that water levels are projected to attain 730 feet within a period of 90 days. Moccasin Point Marina will take on the financial obligation for all labor, materials, equipment rentals, and associated costs related to the temporary relocation of 62 private houseboats.

Don Pedro Marina can assist in material purchasing and installation for a fee.

- Schedule houseboat customer vessels for movement to buoy field outside of the houseboat dock that houses private boats within Fleming Meadows area. All Houseboats to be relocated by 730' elevation.
 - Movement to take place over a period of days that will be communicated when water level projections are received from TID.
 - Small Boats can request slips at Lake Don Pedro Marina. Accommodations based on availability.
 - Houseboats will be moored on buoy lines in the Fleming Meadows area from Schoolhouse Point to West Bay.
- Pricing:
 - HB dock customers will be charged buoy line market rate of temporary site.
 - Cable diameter and hardware is greater than that utilized at Moccasin due to how many vessels are on one line
 - Labor expenses to install temporary lines.
 - Equipment and fuel use to install temporary lines.
 - Equipment rental expenses
 - SB dock customers will be charged market rate for slips based on availability.

Lake Don Pedro Marina incurred all expenses in 2021 to install temporary moorage lines. The 2021 low water drought expense was \$700k.

Pictures:

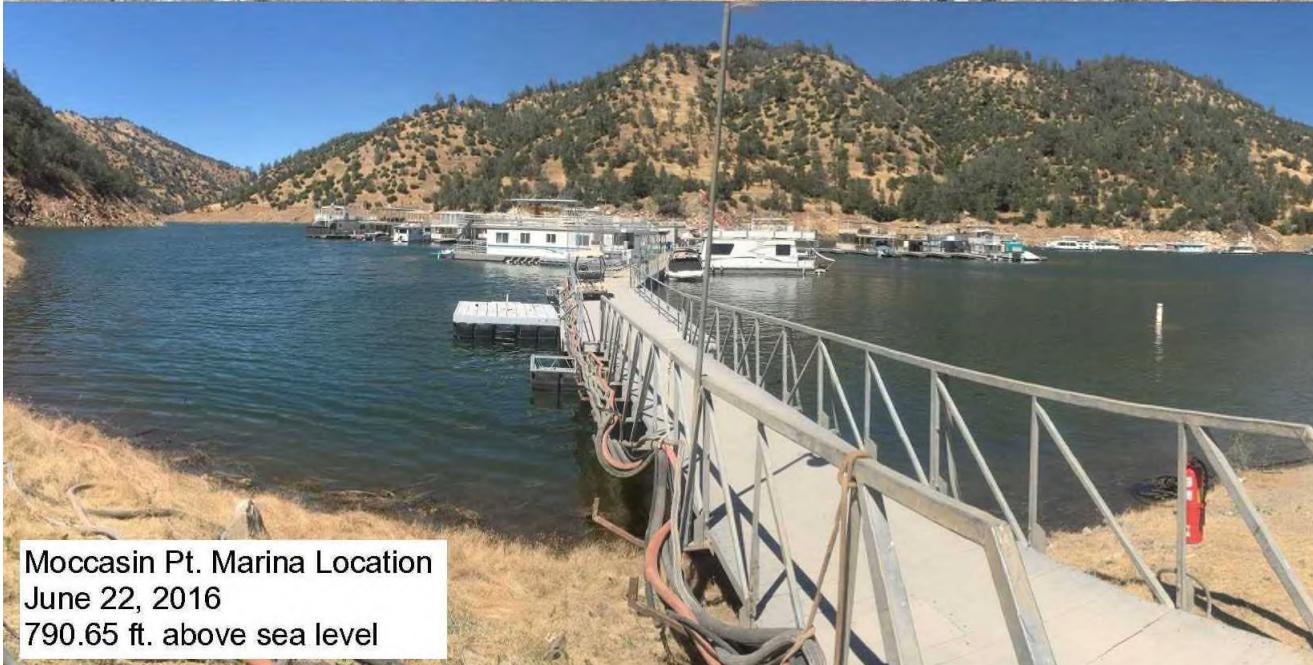
Moccasin Point Marina Normal Water Level



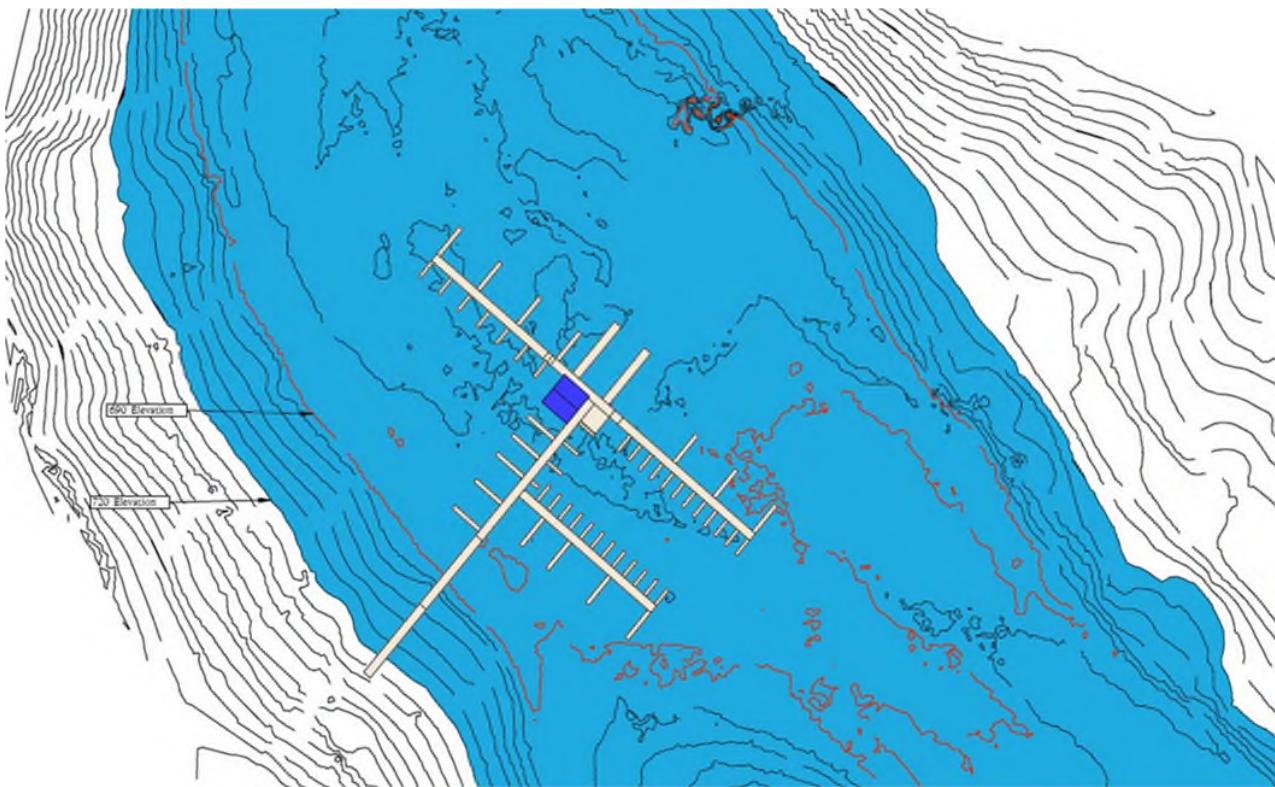
Moccasin Point Marina Low Water (720) - Expecting 30 feet lower and no access



Moccasin Point (DPRA Facebook post)



Moccasin Point Bathometric (720-690 levels and marina configuration)



Document Change Control

Date	Author	Version	Changes
2/28/2025	Katie Linton	1.0	

ATTACHMENT 3

HOUSEBOAT REQUIREMENTS

1.0 GENERAL

The Primary Purpose for Houseboating on Don Pedro Lake shall be for Recreation.

- a. Any use of houseboats found to be contrary to this purpose will not be permitted.
- b. Houseboats shall not be used as a residence.
- c. Houseboat owners shall not rent, lease or assign the houseboat to others.

2.0 APPLICABLE LAW AND RESPONSIBILITY

Houseboat owners and people using or having charge, care or control of the houseboat must comply with applicable laws.

- a. Concessionaire shall inspect each houseboat prior to launch for compliance with applicable laws.
- b. Both Concessionaire and Agency maintain the right to inspect houseboats at any time for compliance with applicable laws.
- c. Houseboat owners may be held responsible for the actions of those people authorized to use or operate their houseboat.

3.0 INSURANCE REQUIREMENT

Houseboat owners shall procure and at all times maintain general liability insurance, which will provide coverage for limits of not less than the minimum requirements set in the Concessionaire mooring agreement.

- a. Such insurance shall be obtained from an insurer and in a form satisfactory to the Agency.
- b. The Don Pedro Recreation Agency, the Turlock Irrigation District, the Modesto Irrigation District, and their governing boards shall be named as additional insureds under the houseboat owner's insurance policy.
- c. Houseboat owners will provide a certificate of insurance evidencing coverage to the Concessionaire when the insurance is issued and renewed.
- d. Coverage shall not be canceled nor materially altered without at least thirty (30) Days written notice to the Concessionaire.

4.0 MAINTENANCE AND CONSTRUCTION STANDARDS

- a. All houseboats shall be maintained in a good and proper state of repair and shall be aesthetically neat in appearance.
- b. All houseboat propulsion systems shall be maintained in a safe and operable condition at all times.
- c. All houseboats shall be kept maintained, painted, stained, coated or otherwise protected so as to present a neat and well-kept appearance and to furnish protection against weathering and corrosion.
 - 1. Colors shall blend with the surroundings.

2. All houseboats shall be constructed and maintained in conformance with applicable laws.

5.0 REQUIRED EQUIPMENT

- a. Houseboats shall carry or be equipped with all equipment required by applicable laws. Houseboats shall be equipped with permanently and properly installed operable navigation and anchor lights.
- b. Houseboats shall display all required numbers, letters, names and stickers in accordance with applicable laws.
- c. All mechanical compartments used for propulsion of the houseboat that extend below the water line shall be equipped with an operable bilge pump and bilge absorbent material or filtration system that prevents pollutants from entering the lake when the bilge pump is operated.

6.0. SANITARY FACILITIES.

Each Houseboat's wastewater system shall be maintained in strict compliance with applicable laws.

- a. All wastewater shall be delivered into on-board holding tanks.
- b. All wastewater holding tanks shall be emptied only by pumping into an Agency approved wastewater system.
- c. No wastewater of any type shall at any time be in any way discharged into the lake.
- d. All houseboats shall be provided with a toilet facility and wastewater holding tank.
- e. The wastewater holding tank and connected plumbing shall be constructed and maintained in such a manner that the tank can be emptied only by pump-out equipment.
- f. No drain plugs shall be installed below the bottom of the toilet level.
- g. Any houseboat having a sink, shower, washbasin or other facility must provide plumbing so that all wastewater from these facilities is piped to the holding tank(s).
- h. Holding tanks shall be fully protected from rust, corrosion and weathering, shall be watertight and free of any leaks, and have a combined minimum total capacity of 100 gallons.

Attachment 4

Suntex' regulations and procedures governing houseboating.

ATTACHMENT 4

Additional Procedures Governing Houseboating

This document outlines the regulations and procedures governing houseboat use, permits, maintenance, and enforcement at Lake Don Pedro Marinas, which comprise Lake Don Pedro Marina and Moccasin Point Marina. It establishes standards to ensure safe, recreational use of houseboats while maintaining environmental protection and compliance with applicable laws. For more detailed rules and regulations, see Appendix A – Houseboat permitting rules and regulations for Lake Don Pedro Marinas.

General Houseboat Use and Permitting

Houseboating on Don Pedro Lake is strictly for recreational purposes; houseboats cannot be used as residences, nor can permits be rented or assigned to others. Only registered owners may apply for or renew permits, and permits are non-transferable except upon ownership transfer. Houseboats must have valid permits to be in the recreation area, and permit holders must comply with applicable laws and maintain insurance coverage with Lake Don Pedro Marinas named as additional insureds. Inspection rights are reserved for the marina authorities at all times. Mooring agreements must be signed with an assigned concessionaire, and houseboats left unattended over 24 hours must be moored in assigned slips or buoys. Changing concessionaires requires prior approval. Permit holders must keep fees current to both Lake Don Pedro Marinas and concessionaires.

Insurance Requirements

Houseboat permit holders must maintain general liability insurance ~~with minimum coverage of \$1,000,000~~, obtained from an insurer acceptable to Lake Don Pedro Marinas. ~~which will provide coverage for limits of not less than the minimum requirements set in the Concessionaire mooring agreement. The Don Pedro Recreation Agency, the Turlock Irrigation District, the Modesto Irrigation District, and their governing boards shall be named as additional insureds under the policy.~~ Certificates of insurance must be submitted upon permit issuance or renewal, and coverage changes require 30 days' notice.

Permit Restrictions and Waiting List

Generally, a permit holder and spouse may own interest in only one houseboat, with exceptions allowing a second houseboat for modification or sale under strict conditions and time limits (up to two years for remodeling, one year otherwise). Persons with revoked or non-renewed permits are ineligible to reapply. The marina manages a waiting list for permits, with priority based on application date and time. Current permit holders cannot be on the waiting list. Offers of permits must be accepted or declined in writing within 30 days, and fees paid promptly or the offer is forfeited. Positions on the waiting list are non-transferable.

New and Renewal Applications

New permit applicants must secure authorized mooring, pay three months' mooring fees in advance, pay the first-year permit fee, submit an approved application, provide current houseboat registration and insurance certificates, and place the houseboat on the lake within two years. Renewal requires fees in good standing, timely submission of renewal applications and fees before February 1, current registration, and insurance certificates by January 1. Late renewals incur a non-discounted fee.

Change of Ownership and Concessionaire

Owners must notify Lake Don Pedro Marinas within 14 days of ownership changes and provide relevant documentation including permit release forms, updated registrations, and insurance certificates. US Coast Guard documentation must be submitted within specified timeframes when applicable. Changes in assigned concessionaire require written requests and are managed via a relocation list prioritized by request date and permit seniority. Mooring agreements and fees must be updated accordingly.

Houseboat Maintenance, Repair, and Construction

Houseboats may only be removed or launched with prior written authorization and must notify the marina well in advance for inspections and scheduling. Repairs or replacements must begin within 90 days of damage or removal, with a maximum of 24 months allowed for re-launching. The marina operates designated repair facilities, and only valid houseboats may use them. Repair or construction plans require marina approval, and replacement houseboats must be removed from the lake before launching replacements. Liability insurance must be maintained during these processes.

Hazardous Materials and Environmental Protection

No structural alterations or repairs that risk introducing hazardous substances into lake waters are permitted without prior approval. Houseboat owners are responsible for proper disposal of hazardous waste, including batteries, with disposal facilities provided. Failure to remediate environmental violations can result in marina intervention at the owner's expense.

Use of Off-Site Vendors

Exclusive rights to services within marina concession areas are held by Lake Don Pedro Marinas. Outside vendors may be employed only when concessionaires cannot perform required work timely and must comply with permit and insurance requirements—.

Construction and Equipment Standards

Houseboats must be well maintained, neat, and in good repair, with propulsion systems safe and operable. Construction must comply with applicable laws, including weatherproofing decks and roofs. New construction requires submission of detailed

plans and adherence to railing height and spacing standards. Existing non-compliant houseboats must be brought into compliance upon re-entry after takeout.

Flotation Devices

Flotation devices must provide watertight compartmentation for stability, be constructed of approved materials, and be structurally sound and securely fastened. New construction flotation devices must meet ventilation and pressure testing requirements. Metal flotation devices have minimum gauge thickness standards and must include anti-electrolysis protections. Plans for flotation device dimensions and capacity must be submitted for approval.

Sanitary Facilities

Wastewater systems must comply with laws, with all waste directed to onboard holding tanks emptied only at approved pump-out stations. Holding tanks must be watertight, corrosion-protected, and have a minimum capacity of 100 gallons (200 gallons for new construction), with fittings and attachments properly sealed and elevated above decks. New tanks have additional construction and lining requirements.

Size and Height Limitations

Houseboats must meet minimum size requirements of 12 feet width and 30 feet length, with absolute maximums of 22 feet width and 56 feet length (up to 24 feet width with designated mooring approval). Maximum enclosed structure height is 15 feet above waterline (16 feet with approval). Existing structures exceeding limits built before specified dates are exempt. Size limits cannot be exceeded upon reconstruction.

Mooring Requirements

Houseboats must use a primary mooring device to stay within 36 inches of assigned mooring buoys, with a secondary safety mooring device of chain, cable, or wire rope as backup. Slip-moored houseboats are exempt from these mooring devices while docked. Specific rear tie-up standards apply at Moccasin Marina.

Enforcement and Compliance

Lake Don Pedro Marinas enforces houseboat rules through inspections, warnings, fines, notices, orders, red tags, and permit revocations. Permit holders must allow inspection upon request. Warnings are documented and may lead to further action. Non-compliance fines and restitution are assessed with formal notice procedures. Failure to comply with orders can lead to permit revocation or non-renewal. Red tags may prohibit operation or use of houseboats and are issued for serious violations including unsafe conditions, failure to maintain wastewater systems, or failure to begin required repairs timely. Upon revocation, all fees are forfeited, and owners must remove houseboats within 30 days or face disposal under lien laws.

Delinquency and Revocation Process

Permit holders receive escalating notices for delinquent payments starting at day 11, progressing through reminders, certified letters, vessel haul-out, and final collection notices by day 90. The revocation process involves multiple managerial approvals from the marina general manager through regional and senior vice presidents before final execution. Documentation of violations and warnings must be maintained.

Appeals Process

Concessionaire is responsible for developing and implementing rules to ensure houseboat safety, environmental protection, and orderly management within Lake Don Pedro Marinas, emphasizing compliance and accountability for permit holders. Concessionaire is responsible for the day-to-day enforcement and implementation of these rules.

Houseboat permit holders or interested parties may appeal revocation or non-renewal of permits to the Don Pedro Recreation Agency Board of Control (“Board”) by filing a written appeal within 21 days of service. During the hearing, the Board reviews evidence and decisions for compliance with laws but cannot impose new conditions. Hearings are conducted by the Board to allow presentation and cross-examination of evidence with procedural flexibility. The Board’s may reverse or uphold the revocation or non-renewal upon a 2/3 vote of the Board. The Board will issue a written decision with findings and effective dates, delivered to appellants and Concessionaire. Decisions of the Board are final.

Attachment 5

Form of Concessionaire Fees Regulation

TURLOCK IRRIGATION DISTRICT

**DON PEDRO RECREATION AGENCY
BOARD OF CONTROL**

AGENCY REGULATION

RA 9000.200

Procedure Number

Effective Date/Approved

TITLE: REVIEW OF CONCESSIONAIRE FEES BY THE AGENCY

DEFINITIONS:

Consumer Price Index (CPI): An index of prices used to measure the change in the cost of basic goods and services in comparison with a fixed base period. For purposes of this regulation, the Consumer Price Index for All Urban Consumers (CPI-U) for the West Urban Region published by the Bureau of Labor Statistics will be used.

Direct Comparability: Method of rate administration that compares concession operations and rates to the external market using specific criteria.

Financial Analysis: Method of rate administration used when comparables are not available for unusual services.

Indexing: Method of rate administration that uses the consumer price index (CPI) to adjust prices.

PURPOSE:

Section 3-2.01 of the Concession Lease Agreements (“CLA”) for Lake Don Pedro and Moccasin Point Marinas provide that the Don Pedro Recreation Agency (“Agency”) has the right to inspect and approve the schedule of prices and rates for all goods sold and services rendered or performed on the premises.

The goal is to ensure that rates charged to the public are fair to the concessionaire and reasonable for its visitors. This regulation clarifies which services or supplies the Agency wishes to review and establishes the process for making the review.

REGULATION:

The Agency will review prices for supplies sold and services rendered or performed on the premises as follows:

Category 1

All Category 1 rate changes on items listed below must be approved in advance of implementation if the proposed rate change in any calendar year for such item would exceed the prior calendar year rate for such item by the Approval Threshold specified in the chart. Any rate change for the these items that is below the Approval Threshold shall not require prior approval to be implemented by Concessionaire.

Item	Approval Threshold
All houseboat slip rates	The change in CPI-U from August of the previous year to August of the current year plus 2% of the current rate for the item.
All other mooring and slip rates	The change in CPI-U from August of the previous year to August of the current year plus 3% of the current rate for the item.

Category 1 Fee Review Process:

1. Concessionaires must request rate changes in writing. The requests must include sufficient detail and documentation to justify the requested rate. Documentation may include:
 - Information on the concessionaires proposed rate methods.
 - Proposed rates.
 - Rate comparables.
 - Financial analysis.
 - Other information the concessionaire believes should be considered.
2. The Agency will:
 - a. Provide the public access to the proposed fees via donpedrolake.com or upon request, so that the Agency can receive and review public comments and concerns.
 - b. Schedule a Board of Control meeting for concessionaire to present its fee proposal(s) as “Information Item.”
 - c. Review concessioner rate requests to determine if the requests are justified. Specific review procedures will vary depending on the type of rate method used and may include Direct Comparability, Financial Analysis, Indexing Analysis using CPI data, or other actions.
 - i. Comparability Study: A comparability study may be used to correlate the concessioner’s rates to similar operations in the competitive marketplace. This method involves – a) identifying comparable businesses similar to the concessioner’s operation and b) analyzing the concessioner’s rates against those of the comparable. A full comparability review of all Category 1 fees will be completed every five years by the Don Pedro Recreation Agency.
 - ii. Indexing: Indexing (CPI) may be used but is not a stand-alone method to determine rates. Indexing (CPI) should not exceed 4 years

before reestablishing the base rate (by a Comparability Study and/or updating the financial analysis) on the 5th year.

- d. The Agency will provide a written recommendation to the Board of Control stating whether the rate should be approved (rate request is justified) or denied (rate request is not justified). The Agency may recommend approval of a modified rate schedule.
- e. The Agency will work to complete the rate review within 60 days, except in unusual circumstances. If the Agency is unable to complete its review due to the concessioner providing insufficient information, the Agency will request additional information and reestablish an appropriate response schedule.
- f. Schedule follow-up Board of Control meeting for a date not less than 30 days from receipt of proposal submission for Board of Control action.

The addition of new services by the concessionaires requires advance approval by the Agency as described in the respective CLA and in some cases may require amendment of the CLA. The fee review process does not cover the approval process for addition of new services.

Category 2

Concessionaire will provide Agency with price schedules for the services listed below for monitoring purposes both annually and as they are modified. Advance approval is not required before implementation of price changes. Prices shall be displayed/marked appropriately on all items sold.

- Houseboat rentals
- Land storage and enclosed dry storage
- All labor and service rates
- All boat and personal watercraft rental rates
- Salvage and towing rates
- Boat lift rental rate
- Blue Oaks Houseboat Repair Yard monthly rate
- Blue Oaks Houseboat Repair Yard “Services Provided Area,” Daily Yard Use Fee
- Houseboat Launch and Retrieval rates

Category 3

Price schedules for supplies and goods stocked on shelves (e.g., canned goods, fishing tackle, packaged items, beverages, etc.) and/or items subject to frequent change due to fluctuations in wholesale costs (e.g., food services, ice, fire wood, gasoline, oils, etc.) shall be displayed/marked appropriately on all items sold.

End of Regulation

APPROVED BY: _____

Adopted: June 19, 1992

Amended: February 11, 1994

February 14, 2003

April 12, 2018