

EXHIBIT "C"

Reserving to Vendor, its successors and assigns, a terminable right to use and occupy the above-described property, as delineated on Exhibit "D", attached, together with the improvements situated thereon, for a period of 40 years for the purpose of processing and selling wholesale and retail oysters, seafood and complimentary food items, the interpretation of oyster cultivation to the visiting public, and residential purposes reasonably incidental thereto, subject to the following:

Definitions

The term "Director" as used herein means the Director of the National Park Service; and includes all his duly authorized, delegated representatives.

The term "Vendor" as used herein means the Johnson Oyster Company, a California Corporation, and its successors and assigns.

1. The premises reserved by Vendor hereunder shall at all times be maintained in a safe, sanitary, and sightly condition, open to reasonable inspection by the Director, and meeting all Federal, State, and County health, sanitation, and safety standards applicable to operation of and residence within areas engaged in the processing and retail sale of oysters.

2. Utility services related to the reserved premises, including but not limited to water, electricity, sanitation, and garbage disposal are the sole responsibility of Vendor. Garbage and debris shall be disposed of by Vendor outside the boundary of the Point Reyes National Seashore. Use of the existing trash and garbage dumps on the reserved premises shall be discontinued and the dumps shall be restored to a natural condition by Vendor.

3. Oyster shells may be disposed of within the boundaries of the Point Reyes National Seashore and may be stockpiled for a reasonable period of time on the premises for use as follows:

- a) Upon approval and under an agreement with the Fish and Game Department and other State of California regulatory authorities, some shells may be ground up and deposited uniformly on the water bottom allotments.
- b) Some shells may be used for surfacing the road southerly from Sir Francis Drake Highway to the premises including the parking area on the reserved premises and the parking area on the adjacent land under special use by the Vendor. Approval of the Superintendent will be required prior to deposition of shells anywhere else within the Seashore for road surfacing purposes.
- c) Some shells may be used for seed purpose in oyster propagation.

- d) Some shells will be maintained to offer as gifts to the visiting public.
4. Vendor shall not commit waste upon the reserved premises and shall at all times maintain them in a neat and sightly condition.
 5. A permanent residence shall be maintained upon the reserved property, occupied by a responsible employee of Vendor.
 6. Vendor shall abide by all rules and regulations pertaining to National Park System areas.
 7. No permanent or temporary structure, sign or other improvement of any type whatsoever shall be erected by Vendor in or upon the reserved premises or improvements without the prior written approval of the Director.
 8. Vendor and its employees shall take all reasonable precautions to prevent fires in and about the reserved premises, and shall cooperate with the Director in fire extinguishment in the reserved premises and areas immediately adjacent to the reserved premises.
 9. During the term of Vendor's reservation, Vendor shall be solely responsible for all claims arising from use of the reserved premises by visitors, and shall carry extended coverage liability insurance protecting against such claims in an amount and of a type agreed by the Director, to be sufficient for this purpose.

10. During the term of occupancy, the Vendor shall carry fire and extended coverage insurance to the full insurable value of the improvements. The insured under said fire and extended coverage insurance shall be the Vendor and the United States of America as their interests may appear. In case of loss, the Vendor may replace the improvements with equivalent structures. Should the Vendor elect not to rebuild, all insurance proceeds shall be divided between the United States and the Vendor as their interests may appear.

11. Upon expiration of the reserved term, a special use permit may be issued for the continued occupancy of the property for the herein described purposes, provided however, that such permit will run concurrently with and will terminate upon the expiration of State water bottom allotments assigned to the Vendor. Any permit for continued use will be issued in accordance with National Park Service regulations in effect at the time the reservation expires.

12. Upon expiration of Vendor's reservation, or the extended use period by permit, it shall remove all structures and improvements placed upon the premises during the period of its reservation. Any such property not removed from the reserved premises within 90 days after expiration of Vendor's reservation shall be presumed to have been abandoned and shall be

presumed to have been abandoned and shall become the property of the United States of America, but this shall in no way relieve Vendor of liability for the cost of removal of such property from the reserved premises.

13. Disputes concerning performance under the terms of this reservation shall be determined by the Secretary of the Interior or his duly authorized representative in a manner consistent with due process of law.

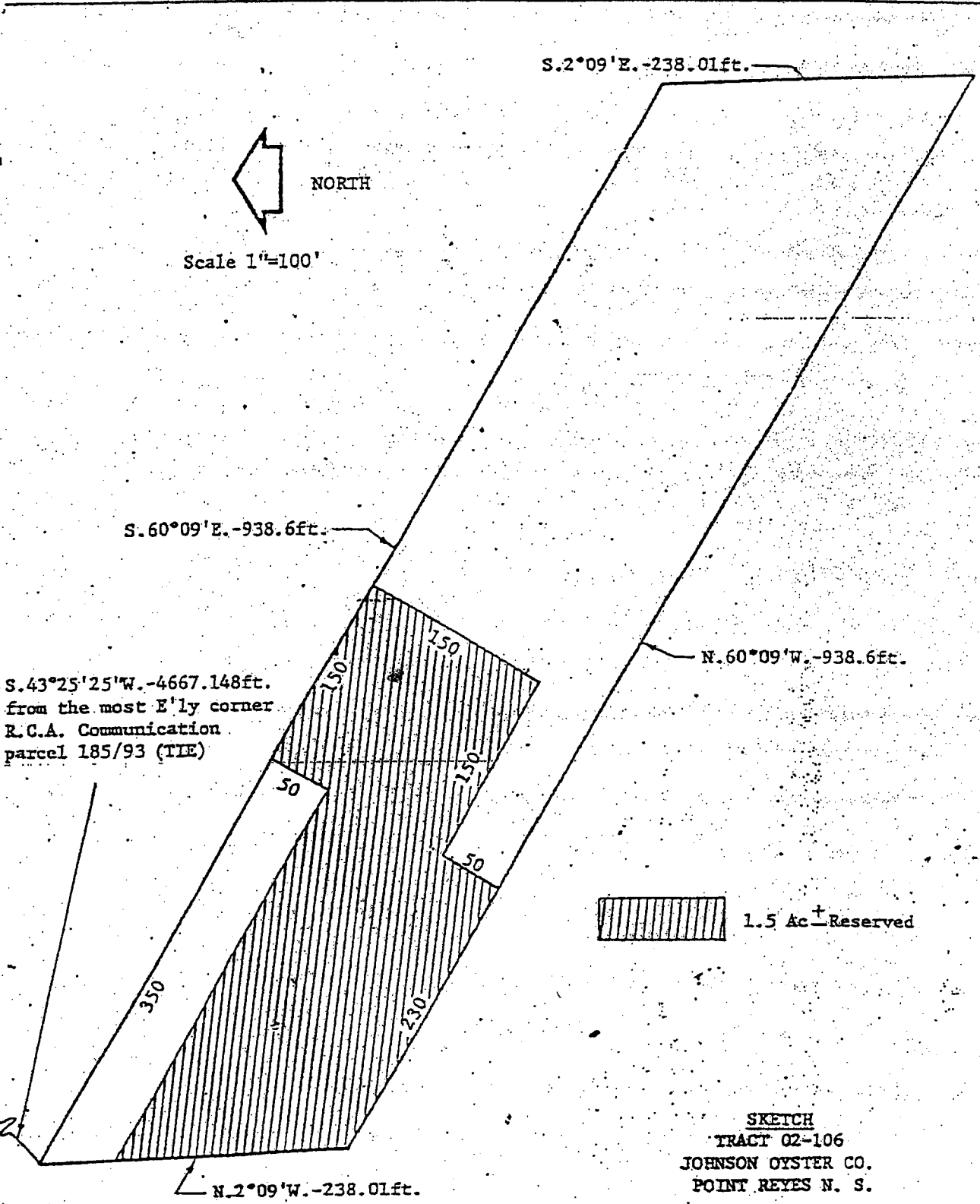
14. Should Vendor elect to dispose of any unused portion of the remainder of its reserved occupancy, the United States of America shall be afforded a right of first refusal to acquire the same.

15. A special use permit will be issued by the Director to Vendor for public interpretation of oyster cultivation by Vendor or adjacent premises, effective concurrently with Vendor's reservation.

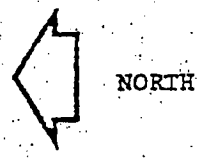
16. Vendor shall keep the reserved premises open to the public for the interpretation of oyster cultivation and processing.

17. Vendor, its successors and assigns, shall pay the possessory interest tax during the term of use and occupancy.

18. Vendor cannot conduct a restaurant operation on the premises without prior written approval of the Director.



S.2°09'E.-238.01ft.




Scale 1"=100'

S.60°09'E.-938.6ft.

N.60°09'W.-938.6ft.

S.43°25'25"W.-4667.148ft.
 from the most E'ly corner
 R.C.A. Communication
 parcel 185/93 (TIE)

 1.5 Ac + Reserved

N.2°09'W.-238.01ft.

SKETCH
 TRACT 02-106
 JOHNSON OYSTER CO.
 POINT REYES N. S.

EXHIBIT "D"