

C. Review and Approve. Crab Shack Lease modification.

LEASE AMENDMENT NO. 3

**CRESCENT CITY HARBOR DISTRICT
AND THE CRESCENT CITY CRAB SHACK LEASE AMENDMENT FOR
160 ANCHOR WAY, CRESCENT CITY, CALIFORNIA**

This lease amendment, "Amendment Three", is made and entered into between the Crescent City Harbor District, a public agency, "Landlord", and Debra Lewis d.b.a. the Crescent City Crab Shack, "Tenant".

WHEREAS, on or about November 8, 2013, Landlord and Tenant, "Parties", executed a lease agreement for 160 Anchor Way, Crescent City, California, "Lease", commencing on November 6, 2013 and continuing through November 5, 2014 and the minimum monthly payment was \$250.00 per month or 6% of gross sales, whichever is greater; and

WHEREAS, that Lease was subsequently amended on two separate occasions and the current term is through November 6, 2022 with a monthly minimum of \$306.30 per month or 6% of gross sales, whichever is greater; and

WHEREAS, during the 2019 crabbing season the Tenant intends to use the premises for storage only, rather than as a fish market. Landlord has agreed to lower rent while the premises are being rented for storage only; and

WHEREAS, the Parties now wish to enter into a short-term modification of the Lease without otherwise amending the terms and conditions contained therein; and

NOW, THEREFORE, the Parties agree as follows:

1. ARTICLE 2 - RENT. This Amendment Three modifies Article 2, Section 2.01 of the Lease, reducing the minimum rent from \$306.30 per month or 6% of gross sales, whichever is greater to \$150 per month beginning March 1, 2019 and continuing until July 31, 2019 or until Tenant decides to re-open for business, whichever is sooner. On August 1, 2019, or as soon as Tenant opts to re-open for business if prior to August 1, 2019, the minimum rent will revert to \$306.30 per month or 6% of gross sales, whichever is greater, and this Amendment Three will terminate without further action or notice.

2. TERMS AND CONDITIONS. All other terms and conditions of the Lease remain unchanged and in full force and effect and the Parties will continue to be bound thereby.

[signatures on next page]

Executed this ___ day of February 2019, at Del Norte County, California.

LANDLORD

APPROVED AS TO FORM:

James Ramsey, President
Board of Harbor Commissioners
Crescent City Harbor District

Autumn E. Luna, Deputy General Counsel
Crescent City Harbor District

ATTEST:

Wes White, Secretary
Board of Harbor Commissioners
Crescent City Harbor District

TENANT

Debra Lewis, Owner
Crescent City Crab Shack