RESOLUTION NO. 2026-20

A RESOLUTION OF THE CRESCENT CITY HARBOR DISTRICT APPROVING THE MASTER STANDARD FORM HOIST AND DOCK LEASE; APPROVING HOIST AND DOCK LEASES ON THE STANDARD FORM WITH CAITO FISHERIES, LCZ UNLOADERS, AND NOR-CAL SEAFOOD; AND AUTHORIZING THE CEO/HARBORMASTER TO FINALIZE AND EXECUTE THOSE LEASES WITH NONSUBSTANTIVE CHANGES

WHEREAS, the Crescent City Harbor District ("District") is an independent special district organized and existing under Sections 6000 et seq. of the Harbors and Navigation Code, and the Board of Harbor Commissioners ("Board") is the legislative body of the District; and

WHEREAS, Harbors and Navigation Code sections 6074 and 6078 authorize the District to lease property and take actions necessary and convenient to the exercise of its powers, subject to applicable law and restrictions governing District property; and

WHEREAS, on October 28, 2026, the Board adopted Resolution No. 2026-19, which, among other things, approved the general form of the hoist and dock lease attached to that Resolution, read without its Lease-Specific Content, as the District's Standard Form Hoist and Dock Lease, to be the starting point for proposed new or replacement hoist leases with Caito Fisheries, LCZ Unloaders, and other hoist operators, in order to promote a fair and consistent lease structure across competing lessees; and

WHEREAS, Section 3.1(d) of Resolution No. 2026-19 directs District Counsel, in consultation with the CEO/Harbormaster, to prepare within sixty (60) days after its adoption a master Standard Form using blanks or bracketed placeholders for Lease-Specific Content; and

WHEREAS, the master Standard Form Hoist and Dock Lease, Version 1.0, presented as Exhibit "A" (the "Standard Form"), has been prepared from the lease approved by Article II of Resolution No. 2026-19 by removing the content specific to that transaction, including its prior and interim lease history, right-of-first-refusal provisions and acknowledgment, allocations of authority and fees between cotenants, and option to extend the term, and by providing blanks for the Lease-Specific Content of each future lease; and

WHEREAS, as Section 3.1(e) of Resolution No. 2026-19 requires, the Standard Form retains as its baseline the annual rent adjustment method, the tenant insurance requirements, the allocation of maintenance and repair responsibility for the Hoist Equipment and the Pier, the District Project, relocation, and loss-of-

income provisions, and the Industrial General Permit provisions of the lease approved by that Resolution; and

WHEREAS, the District and each of Caito Fisheries, LCZ Unloaders, and Nor-Cal Seafood (each, an "Operator") propose to enter into a separate Hoist and Dock Lease on the Standard Form for the hoist space or spaces and associated premises identified for that Operator in Exhibit "B" (each, an "Operator Lease"); and

WHEREAS, each Operator Lease provides for a five-year term beginning December 1, 2026, and ending November 30, 2031, with no option to renew or extend the term; initial monthly rent of $3,000 per hoist, commencing on the later of December 1, 2026, or the date of Board approval, with annual adjustments under Section 4.7 beginning December 1, 2027, and on each December 1 thereafter during the term, by the greater of two percent or the seven-year average of annual changes in the Consumer Price Index for All Urban Consumers, West Region; additional poundage and wharfage fees under the District's Fee Schedule; tenant-maintained property and pollution insurance; tenant responsibility for maintenance and repair of the tenant-owned hoists; District responsibility for maintenance and repair of the pier, subject to the conditions of Section 8.4; District rights to undertake infrastructure projects and to temporarily or permanently relocate the tenant, with limited rent abatement and without District liability for loss of income; and joint and several liability if more than one person or entity is named as tenant; and

WHEREAS, the Operator Leases apply the same initial rent per hoist, the same rent adjustment method, and the same baseline allocation of rights, obligations, and risk to each Operator, consistent with the fair and consistent lease structure policy of Section 3.4 of Resolution No. 2026-19; and

WHEREAS, a consistent lease structure should provide comparable legal protections and obligations for similarly situated operators while allowing differences justified by the premises, facilities, operations, term, or other relevant circumstances, subject to applicable law and the Board's approval authority; and

WHEREAS, the Board desires to approve the Standard Form and each Operator Lease and to authorize the CEO/Harbormaster, with District Counsel's approval as to form, to complete the Lease-Specific Content of each Operator Lease consistently with Exhibit "B" and to finalize and execute each Operator Lease with nonsubstantive changes that implement the Board's approval without changing the approved business terms or material rights and obligations; and

WHEREAS, the authority delegated by this Resolution is administrative, legal, and technical in character, is governed by the standards and limitations stated herein, and does not delegate the Board's legislative or policy-making functions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF HARBOR COMMISSIONERS OF THE CRESCENT CITY HARBOR DISTRICT THAT:

ARTICLE I. GENERAL PROVISIONS

Section 1.1. Recitals. The foregoing recitals are incorporated into this Resolution by this reference.

Section 1.2. Exhibits. Exhibit "A" is the master Standard Form Hoist and Dock Lease, Version 1.0 (November 2026), prepared under Section 3.1(d) of Resolution No. 2026-19 and attached to this Resolution. Exhibit "B" is the Schedule of Operator Lease Terms attached to this Resolution.

Section 1.3. Definitions.

(a) "District Counsel" means the attorney or law firm appointed by the Board as general counsel to the District, acting through an attorney designated by that attorney or firm.

(b) "Lease-Specific Content" means content that varies with a particular transaction, including tenant identities and organizational forms; notice and signature information; prior lease history and any Prior Agreement superseded under Section 2.3 of the Standard Form; premises descriptions, addresses, site plans, buildings, land area, hoists and hoist space numbers, truck pits, and access or exclusive-use areas; initial rent, fees, deposits, commencement and expiration dates, the first rent adjustment date, duration, and permitted uses; and any separately approved allocation of operational responsibilities.

(c) Capitalized terms used in this Resolution and not defined in it, including "Hoist," "Hoist Equipment," "Pier," "District Project," "Substitute Premises," and "Monthly Minimum Rent," have the meanings given them in the Standard Form.

Section 1.4. Relationship to Resolution No. 2026-19. This Resolution implements and supplements Article III of Resolution No. 2026-19. Article II of Resolution No. 2026-19 continues to govern the lease approved by that Article, and nothing in this Resolution amends that lease or that Article. With respect to the Standard Form and hoist leases prepared on it, including the Operator Leases, this Resolution controls over any inconsistent provision of Article III of Resolution No. 2026-19.

ARTICLE II. STANDARD FORM HOIST AND DOCK LEASE

Section 2.1. Approval and Scope of the Standard Form.

(a) The Board approves the Standard Form presented as Exhibit "A" as the District's master Standard Form Hoist and Dock Lease. The Standard Form shall be the starting point for proposed new or replacement hoist leases with Caito Fisheries, LCZ Unloaders, Nor-Cal Seafood, and other hoist operators. It

applies to hoist and associated dock or shoreside premises leases; it does not establish a standard form for unrelated categories of District leases.

(b) The Standard Form does not include a right of first refusal, a priority to lease other hoist spaces or facilities, or an option to renew or extend the term. Inclusion of any such right in a lease on the Standard Form is a Reserved Modification requiring express Board approval under Section 2.3.

(c) Section 2.7 of the Standard Form provides for joint and several liability if more than one person or entity is named as tenant, and Section 12.1(d) provides for notice to each of them. Those provisions shall be retained in each lease on the Standard Form and shall not be modified to release an existing tenant or other obligor except with Board approval under Section 2.3.

(d) The annual rent adjustment method in Section 4.7 of the Standard Form and the tenant insurance requirements in Sections 2.6 and 7.2, together with the allocation of maintenance and repair responsibility for the Hoist Equipment and the Pier in Sections 2.8, 8.1, 8.3, and 8.4, the District Project, relocation, and loss-of-income provisions of Sections 11.2 and 11.3, and the Industrial General Permit provisions of Section 3.4, shall be retained as the Standard Form baseline, subject to the Board's authority under Section 2.3.

(e) The initial rent of $3,000.00 per Hoist, the Rent Commencement Date, the Commencement Date and expiration date, and the first Adjustment Date stated in Exhibit "A" are the business terms approved for the Operator Leases under Article III. For any other lease on the Standard Form, transaction-specific initial rent, dates, and first adjustment date may be completed as Lease-Specific Content consistently with the business terms approved by the Board; that authority does not permit a departure from the adjustment method or a material change in the insurance requirements without Board approval.

Section 2.2. Delegation to District Counsel and CEO/Harbormaster.

(a) District Counsel, in consultation with the CEO/Harbormaster, is authorized to prepare and negotiate proposed hoist leases on the Standard Form. Proposed business terms and material departures may be developed for presentation to the Board; this authority to prepare and negotiate does not itself authorize their approval or execution.

(b) Subject to Section 2.3, District Counsel may approve the following modifications without separate Board approval of the form ("Permitted Modifications"):

(1) Complete Lease-Specific Content consistently with the business terms approved by the Board or under a separate, applicable delegation of authority.

(2) Conform provisions to applicable federal, state, or local law, judicial or administrative decisions, permits, or funding requirements, and remove or revise provisions that do not apply to the premises, operations, or tenancy.

(3) Adapt insurance terminology, forms, and endorsements to the relevant risks and policy types, in consultation with the CEO/Harbormaster, while preserving the material coverage and protections required by the Standard Form and the Board's approval.

(4) Negotiate legal, administrative, and technical refinements that District Counsel determines are appropriate to the transaction, consistent with the District's interests and the fairness standards in Section 2.4, and do not constitute a Reserved Modification or materially alter the business terms approved by the Board.

(5) Make provisions more protective of the District, provided the change is consistent with Section 2.4 and does not affect a matter reserved to the Board; and correct clerical, drafting, formatting, numbering, cross-reference, and citation errors.

(c) District Counsel shall exercise independent professional legal judgment within the limits of this Resolution. District Counsel's written determination that a change is permitted, together with the CEO/Harbormaster's concurrence, may be relied upon to finalize the document, but does not enlarge delegated authority or replace any required Board approval. Approval as to form shall be obtained before execution and retained in the lease file.

Section 2.3. Matters Reserved to the Board.

(a) The Board retains approval of each future lease and its business terms except to the extent separately and expressly delegated under existing District authority. Business terms include the tenant, premises and rights granted, permitted use, rent and other charges, the rent adjustment formula and timing, deposits or security, credits or abatements, commencement and expiration dates, duration, renewal or extension rights, and material District expenditures or obligations.

(b) The following departures from the Standard Form ("Reserved Modifications") require express Board approval:

(1) A limitation or cap on a tenant's liability to the District; a material waiver, reduction, or narrowing of tenant indemnification or defense obligations; an obligation for the District to indemnify or defend a tenant or another person; or release of an existing tenant or other obligor from liability.

(2) A material change in required insurance coverage, limits, duration, allocation of responsibility, or protections for the District, including additional-insured, loss-payee, primary-coverage, and waiver-of-subrogation protections where applicable.

(3) A material shift to the District of responsibility or cost for maintenance, repair, improvements, dredging, environmental compliance, casualty, restoration, or surrender, or a material reduction in a tenant's corresponding responsibilities.

(4) A material restriction of the District's inspection, default, termination, enforcement, or assignment-consent rights, or of the District's rights to undertake District Projects, to close, restrict, or relocate premises, or to impose load limits or operating restrictions on a pier or dock, or a material expansion of a tenant's termination or continued-possession rights.

(5) A new right of first refusal, priority to lease other facilities, purchase option, renewal or extension option (including an option to extend the term at a re-appraised market rent), or exclusivity beyond the specifically approved premises and use rights.

(6) Binding arbitration; governing law other than California law; or a requirement to litigate outside Del Norte County.

(7) Any other material departure that changes a Board-approved policy or materially alters the economic terms, property rights, or allocation of risk approved by the Board.

(c) A Reserved Modification may be approved as part of the Board's approval of the particular lease or amendment if it is identified and explained in the staff report. No separate Board action on the master Standard Form is required for an expressly approved transaction-specific departure. A legal-compliance modification that also falls within this Section shall be presented to the Board for approval before execution.

Section 2.4. Fair and Consistent Lease Structure. The Standard Form shall promote comparable protections and obligations among similarly situated hoist operators. Differences in proposed leases shall rest on documented, relevant circumstances, such as premises size, location and condition, number and capacity of hoists, facilities and access provided, permitted operations, duration, and allocation of maintenance or other responsibilities. Material departures and material differences in economic terms or obligations among comparable operators shall be identified and explained in the staff report for Board consideration. This policy does not establish an automatic right to identical rent or other terms for different premises or operations. All leases shall comply with applicable law, including nondiscrimination requirements and any public-trust or legislative-grant restrictions applicable to the property.

Section 2.5. Effect on Future Approvals and Existing Leases.

(a) Unless the Board expressly provides otherwise, its subsequent approval of a hoist lease on the Standard Form shall authorize the CEO/Harbormaster to finalize and execute that lease, with District Counsel's approval as to form, using the approved business terms, any Reserved Modifications expressly approved by the Board, and Permitted Modifications under Section 2.2, without further Board action.

(b) Approval of the Standard Form does not approve or award any lease other than the Operator Leases approved by Article III, authorize occupancy or use of

District property by any other operator, appropriate funds, amend an existing lease, create rights in a prospective tenant, or enlarge the contracting or expenditure authority of the CEO/Harbormaster. Existing leases remain governed by their terms unless lawfully amended or replaced. A departure approved for one lease does not automatically amend the Standard Form or another lease.

Section 2.6. Maintenance and Review. District Counsel shall maintain the master Standard Form and incorporate Permitted Modifications of general application. Each master revision shall bear a version number and date and be recorded in a change log, beginning with Version 1.0 approved by this Resolution. Revisions of general application shall be reported in writing to the Board at a regular meeting within sixty (60) days. District Counsel and the CEO/Harbormaster shall review the Standard Form at least once every two (2) years and present recommended material changes to the Board. Transaction-specific adaptations shall be retained in the individual lease file.

ARTICLE III. APPROVAL AND EXECUTION OF THE OPERATOR LEASES

Section 3.1. Approval of Operator Leases. The Board hereby approves an Operator Lease with each of Caito Fisheries, LCZ Unloaders, and Nor-Cal Seafood, in substantially the form of the Standard Form presented as Exhibit "A," with the Lease-Specific Content stated for that Operator in Exhibit "B," including: initial monthly rent of $3,000.00 per Hoist; rent commencement on the later of December 1, 2026, or the date of adoption of this Resolution, with credit for any rent or use fee paid under a Prior Agreement for the same period; annual rent adjustments under Section 4.7 beginning December 1, 2027; a five-year term from December 1, 2026, through November 30, 2031, with no option to renew or extend; Poundage Fees and Wharfage Fees under the District's Fee Schedule; the tenant property and pollution insurance requirements of Sections 2.6 and 7.2; the provisions concerning the Pier and the Hoist Equipment in Sections 2.8, 8.3, and 8.4; the provisions concerning District Projects, relocation, rent abatement, and loss of income in Sections 11.2 and 11.3; the Industrial General Permit provisions in Section 3.4; and the provisions of Sections 8.4(c) and 12.15 concerning the funding of pier maintenance and repairs and the payment of rent during force majeure events, together with the other business terms and allocation of responsibilities stated in the Standard Form. No Reserved Modification is approved for any Operator Lease. This approval satisfies the Board-approval condition in Section 1.1 of each Operator Lease. The CEO/Harbormaster is authorized to complete the Lease-Specific Content of each Operator Lease under Section 3.2 and to finalize and execute each Operator Lease on behalf of the District, subject to District Counsel's approval as to form and the limitations of this Article. No further Board action is required for execution of an Operator Lease that complies with this approval.

Section 3.2. Completion of Lease-Specific Content.

(a) The CEO/Harbormaster, with District Counsel's approval as to form, is authorized to complete the Lease-Specific Content of each Operator Lease consistently with Exhibit "B," including the Operator's exact legal name, state of organization, and type of entity; the street address of the premises; the number and hoist space numbers of the Operator's Hoists and the resulting total initial Monthly Minimum Rent at $3,000.00 per Hoist; the number and approximate area of any Building, the approximate area of the Surrounding Area, and any other exclusive-use area; the permitted use; the site plan attached as Exhibit 1; and notice and signature information.

(b) Each Operator Lease shall be executed by the legal entity through which the named Operator conducts its hoist operations, as confirmed by the CEO/Harbormaster from the records of the California Secretary of State or other reliable evidence. Completing the Operator's exact legal name and organizational form is not a change in the identity of the tenant if the entity is the business identified in Exhibit "B." Execution by a different person or entity, or the addition of a co-tenant, requires further Board approval.

(c) If Exhibit "B" does not state an item of Lease-Specific Content for an Operator, the CEO/Harbormaster may complete it only to document accurately the hoist space or spaces, buildings, and areas that the Operator occupies under a Prior Agreement on the date of adoption of this Resolution, and shall report the completed information to the Board in writing at its next regular meeting. Any premises, number of Hoists, exclusive-use area, or permitted use that differs from Exhibit "B" or, where Exhibit "B" is silent, from the Operator's Prior Agreement requires further Board approval.

Section 3.3. Nonsubstantive Finalization.

(a) District Counsel and the CEO/Harbormaster are authorized, without further Board action, to make nonsubstantive changes necessary or appropriate to complete each Operator Lease, correct clerical or drafting errors, eliminate inconsistencies, clarify language without changing its substantive effect, and conform the document to the Board's action, and to make Permitted Modifications under Section 2.2(b) within the limits of Sections 2.2 and 2.3. Such changes may include formatting, numbering, cross-references, citations, administrative contact information, signature information, the actual date of execution, and descriptions or exhibits that accurately document the premises and rights approved by the Board.

(b) A change is nonsubstantive only if it does not change a Board-approved business term or materially alter a party's rights, obligations, or allocation of responsibility, liability, or risk. Further Board approval is required for a substantive change affecting the actual identity of the tenant; the premises, number of Hoists, exclusive-use areas, or permitted use; rent, including its

adjustment formula or timing, fees, credits, deposits, or other economic terms; commencement or expiration dates or duration; renewal, extension, or holdover rights; or the material rights and obligations concerning maintenance (including of the Hoist Equipment and the Pier), improvements, casualty, District Projects, relocation, rent abatement, loss of income, indemnification, insurance, default, termination, assignment, or surrender. Completing the execution date does not authorize changing the term or rent commencement provisions. Designation of Substitute Premises in accordance with Section 11.2 of an Operator Lease, and the reductions and abatements of Monthly Minimum Rent that Sections 8.4 and 11.2 of an Operator Lease require, are governed by Section 3.6 and are not a change to the premises or rent under this subsection.

(c) A change that materially alters an approved Operator Lease requires Board approval even if proposed to comply with law or to increase protection of the District. The authority to adapt the Standard Form for other leases under Article II does not enlarge the authority to change an Operator Lease approved by this Article.

Section 3.4. Approval as to Form and Execution Records. District Counsel's approval as to form of each final Operator Lease shall be obtained before execution and retained in the lease file; that approval may be documented by signature or electronic mail. The CEO/Harbormaster shall confirm each Operator's authorized signatures and administrative information, retain the final executed Operator Lease and a record of changes from the Standard Form, and obtain the insurance documentation required by the Operator Lease when due. Before execution of each Operator Lease, the CEO/Harbormaster shall also (i) attach to the Operator Lease, as its Exhibit 1, a site plan that accurately depicts the premises described in Section 2.1 of the Operator Lease and approved by the Board; (ii) confirm the Operator's exact legal name and organizational form and, for an entity, that it is active and in good standing with the California Secretary of State and, if not organized in California, registered to transact intrastate business in California; (iii) for each Operator that is not a California corporation, obtain a certified resolution, incumbency certificate, or comparable evidence of the signer's authority; and (iv) identify any Prior Agreement that the Operator Lease will supersede under its Section 2.3 and confirm the status of the Operator's payment obligations under that Prior Agreement.

Section 3.5. Administration and Amendments. The CEO/Harbormaster is authorized to administer each Operator Lease in accordance with its terms and existing District authority and, with District Counsel's approval as to form, to execute written amendments limited to nonsubstantive changes meeting Section 3.3. Each amendment shall be signed as required by Section 12.13 of the Operator Lease. This authority does not permit the waiver of accrued rent or other amounts due, the release of a tenant from liability, or a material amendment without further Board approval. Exercise of a right expressly provided by an Operator Lease remains subject to the District's applicable approval requirements. Section 3.6

governs the exercise of the District's rights and the administration of the provisions described in that Section.

Section 3.6. Administration of District Project, Relocation, and Pier Provisions.

(a) The CEO/Harbormaster is authorized to give the notices and exercise the District's rights under Sections 8.4, 11.2, and 11.3 of each Operator Lease, including temporary closures, restrictions, and relocations for District Projects, load limits and operating restrictions for the Pier, and the designation of reasonably comparable Substitute Premises, and to execute, with District Counsel's approval as to form, the memoranda contemplated by Section 11.2(c) of the Operator Lease documenting Substitute Premises and any reduction of Monthly Minimum Rent required by Section 11.2(f) of the Operator Lease.

(b) An election by the District to terminate an Operator Lease, in whole or as to one or more Hoists, under Section 8.4(e) or Section 11.2(g) of the Operator Lease requires approval of the Board. The CEO/Harbormaster may acknowledge and implement a termination by the tenant under those Sections and the rent abatements and reductions those Sections provide.

(c) Any relocation assistance or payments required by applicable relocation law under Section 11.2(h) of an Operator Lease shall be administered in accordance with that law, the applicable grant agreement, and the District's expenditure and approval requirements. Before execution of the Operator Leases, District Counsel shall confirm that Section 11.2 of the Standard Form is consistent with the District's grant agreements for the Citizens Dock and seawall projects. Before any District Project requires an Operator to move, temporarily or permanently, the CEO/Harbormaster, in coordination with the project manager and District Counsel, shall determine whether applicable relocation law applies; if it does, the CEO/Harbormaster shall issue the required notices, prepare any required relocation plan, and request from the funding agency any grant budget revision needed to pay eligible relocation costs, and shall report to the Board on the anticipated relocation costs and their funding before the move.

(d) The CEO/Harbormaster shall report to the Board at its next regular meeting any permanent relocation to Substitute Premises, any rent abatement or reduction lasting more than thirty (30) days, and any termination under Section 8.4(e) or Section 11.2(g) of an Operator Lease.

Section 3.7. Expiration of Unexecuted Approvals. If an Operator has not executed its Operator Lease within ninety (90) days after the adoption of this Resolution, the approval of that Operator Lease under this Article shall expire unless the Board extends it. Expiration of one approval does not affect the approval of the Standard Form or of any other Operator Lease.

ARTICLE IV. GENERAL

Section 4.1. Environmental Review.

(a) The Board finds that approval of the Operator Leases is categorically exempt from the California Environmental Quality Act ("CEQA") under State CEQA Guidelines section 15301 (Class 1, Existing Facilities). Each Operator Lease provides for fish offloading and related operations at existing hoist areas, buildings, and associated premises within the District's existing harbor facilities, involving negligible or no expansion of existing use. This Resolution does not approve new construction or expansion of use, and Section 8.2 of each Operator Lease preserves the requirements for the District's consent and applicable permits for alterations. Based on the record before it, the Board finds that none of the exceptions in State CEQA Guidelines section 15300.2 applies. The provisions of the Operator Leases concerning District Projects and relocation reserve rights of the District and allocate risk between the parties; they do not approve, fund, or commit the District to the Citizens Dock replacement, the seawall repair and replacement, or any other capital project, each of which remains subject to its own environmental review under CEQA and, where applicable, the National Environmental Policy Act before approval.

(b) Approval of the Standard Form and the delegation of authority, standing alone, are organizational and administrative activities that do not authorize a physical change in the environment and are not a project under State CEQA Guidelines section 15378(b)(5). A future lease, physical work, or proposed expansion remains subject to any required CEQA review before its approval. Nothing in this Resolution exempts future activities from applicable environmental or permit requirements.

Section 4.2. Applicable Law and Existing Authority. This Resolution shall be implemented consistently with applicable law, restrictions governing District property, the District Bylaws, and other controlling Board actions. Except for the authority expressly granted herein, it does not alter existing contracting, expenditure, or approval authority.

Section 4.3. Severability. If a provision of this Resolution or its application is held invalid, the remaining provisions and applications that can be given effect without the invalid provision or application shall remain in effect.

Section 4.4. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED, ADOPTED AND SIGNED this _____ day of _____, 2026, by the following vote, to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

_____
Rick Shepherd
Chair, Board of Harbor Commissioners
Crescent City Harbor District

ATTESTED:

_____
Gerhard Weber
Secretary and Commissioner, Board of Harbor Commissioners
Crescent City Harbor District

EXHIBIT "A"

STANDARD FORM HOIST AND DOCK LEASE
VERSION 1.0 (NOVEMBER 2026)

[Download]

https://www.ccharbor.com/files/bef5ef319/CCHD+Standard+Form+Hoist+and+Dock+Lease+-+2026.11.v1.pdf

EXHIBIT "B"

SCHEDULE OF OPERATOR LEASE TERMS

Each Operator Lease shall be prepared on the Standard Form attached as Exhibit "A" and completed with the Lease-Specific Content stated below for that Operator, subject to Section 3.2 of this Resolution.

Lease-Specific Content	**Caito Fisheries**	**LCZ Unloaders**	**Nor-Cal Seafood**
Legal name and type of entity (Preamble)	_____	_____	_____
Premises street address (§ 2.1)	_____	_____	_____
Hoist space number(s) on Exhibit 1 (§ 2.1(c))	_____	_____	_____
Number of Hoists (§ 2.1(c))	_____	_____	_____
Initial Monthly Minimum Rent: $3,000.00 × number of Hoists (§ 2.2)	$_____	$_____	$_____
Building(s): number; approx. sq. ft. (§ 2.1(a))	_____	_____	_____
Surrounding Area: approx. sq. ft. (§ 2.1(b))	_____	_____	_____
Other exclusive-use area(s), if any (§ 2.1(d))	_____	_____	_____
Permitted use (§ 2.4)	_____	_____	_____
Prior Agreement superseded, if any, and its date (§ 2.3)	_____	_____	_____

Terms Common to All Operator Leases	
Initial rent per Hoist (§ 2.2)	$3,000.00 per month
Rent Commencement Date (§ 2.3)	Later of December 1, 2026, and the date of adoption of Resolution No. 2026-20
Commencement Date (§ 2.5)	December 1, 2026
Expiration (§ 2.5)	11:59 p.m. on November 30, 2031
Annual rent adjustment (§ 4.7)	Each December 1, beginning December 1, 2027; greater of 2% or seven-year average CPI-U, West Region
Renewal or extension option	None
Reserved Modifications approved	None