

1/26/66

5. APPLICATION FOR TERMINATION OF USE PERMIT P.R.C. 2526.9, COVERING TIDE AND SUBMERGED LANDS OF RICHARDSON BAY, MARIN COUNTY, AND ISSUANCE OF A LEASE AS REPLACEMENT THEREFOR; CITY OF MILL VALLEY - W.O. 5964, P.R.C. 3431.9.

The Executive Officer noted that a portion of the recommendation in Calendar Item 37 attached should be amplified to read: "... for the placement of moorings, bulkheading and ancillary facilities in connection with the development of the harbor entrance and related harbor purposes."

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, THE FOLLOWING RESOLUTION WAS ADOPTED:

THE COMMISSION TERMINATES USE PERMIT P.R.C. 2526.9 EFFECTIVE FEBRUARY 1, 1966, AND AUTHORIZES THE EXECUTIVE OFFICER TO ISSUE TO THE CITY OF MILL VALLEY A 49-YEAR LEASE EFFECTIVE FEBRUARY 1, 1966, IN THE FORM OF EXHIBIT "A", FOR THE PLACEMENT OF MOORINGS, BULKHEADING AND ANCILLARY FACILITIES IN CONNECTION WITH THE DEVELOPMENT OF THE HARBOR ENTRANCE AND RELATED HARBOR PURPOSES, OF THE FOLLOWING-DESCRIBED LAND:

THAT PORTION OF SAUCELITO CANAL LYING BETWEEN THE ORDINARY HIGH WATER MARK ON THE RIGHT BANK OF THE ARROYO CORTE MADERA DEL PRESIDIO AS SHOWN UPON "PLAT OF THE GRANT TO THE CITY OF MILL VALLEY, CHAPTER 496, STATUTES OF 1959", PREPARED BY THE STATE LANDS COMMISSION, AND COURSES 160 AND 161 OF THE MEANDERS AT ORDINARY HIGH TIDE AS SHOWN UPON "MAP NO. 1 OF SALT MARSH AND TIDE LANDS, SITUATE IN THE COUNTY OF MARIN", PREPARED IN 1870 BY ORDER OF THE BOARD OF TIDE LAND COMMISSIONERS, CONTAINING 4.94 ACRES MORE OR LESS.

THE CONSIDERATION FOR ISSUANCE OF THE LEASE SHALL BE THE PUBLIC USE AND BENEFIT.

Attachment

Calendar Item 37 (4 pages)

37.

APPLICATION FOR TERMINATION OF USE PERMIT P.R.C. 2526.9, COVERING TIDE AND SUBMERGED LANDS OF RICHARDSON BAY, MARIN COUNTY, AND ISSUANCE OF A LEASE AS REPLACEMENT THEREFOR; CITY OF MILL VALLEY - W.O. 5964.

On February 25, 1960, a 49-year use permit, designated as P.R.C. 2526.9, was issued to the City of Mill Valley for the occupancy of a 4.94-acre parcel of ungranted sovereign land in Richardson Bay, being a portion of Saucelito Canal at Mill Valley, Marin County (as shown on Exhibit "B"). The parcel lies between Arroyo Corte Madera del Presidio (granted to the City of Mill Valley) and an area of tide and submerged lands which was granted to the County of Marin by a 1960 statute.

The subject parcel is the actual entrance to a yacht harbor area which Mill Valley is planning and perfecting under a \$300,000 small craft harbor loan. The City has executed a six-month option with a group of private developers for execution of the project under a long-term master lease.

The City anticipates that there will be difficulty in obtaining proper financing for the harbor development under present terms of Use Permit P.R.C. 2526.9. Accordingly, it is believed advisable to issue a new lease for 49 years beginning February 1, 1966, in the form of Exhibit "A" attached which will facilitate financing and development.

The proposed lease provides that the consideration for issuance of the lease shall be the public benefit derived from development of the yacht harbor at no cost to the State.

IT IS RECOMMENDED THAT THE COMMISSION TERMINATE USE PERMIT P.R.C. 2526.9 EFFECTIVE FEBRUARY 1, 1966, AND AUTHORIZE THE EXECUTIVE OFFICER TO ISSUE TO THE CITY OF MILL VALLEY A 49-YEAR LEASE EFFECTIVE FEBRUARY 1, 1966, IN THE FORM OF EXHIBIT "A", FOR THE PLACEMENT OF MOORINGS AND USE AS A HARBOR ENTRANCE, OF THE FOLLOWING-DESCRIBED LAND:

THAT PORTION OF SAUCELITO CANAL LYING BETWEEN THE ORDINARY HIGH WATER MARK ON THE RIGHT BANK OF THE ARROYO CORTE MADERA DEL PRESIDIO AS SHOWN UPON "PLAT OF THE GRANT TO THE CITY OF MILL VALLEY, CHAPTER 496, STATUTES OF 1959", PREPARED BY THE STATE LANDS COMMISSION, AND COURSES 160 AND 161 OF THE MEANDERS AT ORDINARY HIGH TIDE AS SHOWN UPON "MAP NO. 1 OF SALT MARSH AND TIDE LANDS, SITUATE IN THE COUNTY OF MARIN", PREPARED IN 1870 BY ORDER OF THE BOARD OF TIDE LAND COMMISSIONERS, CONTAINING 4.94 ACRES MORE OR LESS.

THE CONSIDERATION FOR ISSUANCE OF THE LEASE SHALL BE THE PUBLIC USE AND BENEFIT.

Attachment
Exhibit "A"

EXHIBIT "A"

W.O. 5964

P.R.C. No. _____

STATE LANDS COMMISSION
STATE OF CALIFORNIA

Lease to Political Subdivision

For such sole and exclusive purpose, and subject to such terms, conditions, restrictions, reservations, and limitations as are herein set forth:

The State of California, hereinafter designated as the State, acting through the State Lands Commission and pursuant to the authority contained in Division 6 of the Public Resources Code and the rules and regulations adopted thereunder, does hereby convey, demise and let to _____, State of California, for a term of forty-nine (49) years, beginning _____, a _____ over, in, and upon those certain tide and submerged lands situated in the County of _____, State of California, and more particularly described as follows:

The consideration to the State for the within lease shall be the public benefit derived from purposes hereinafter set forth.

Said demised lands shall be used only for the construction, operation and maintenance of a _____ at no cost to the State, and which construction, operation and maintenance shall in all respects comply with all applicable laws, rules and regulations and shall in no way interfere with nor obstruct navigation.

Lessee agrees that in its employment practices arising out of or connected with its operations under this lease it shall not discriminate against any individual because of race, color, ancestry, national origin, or religion.

This lease shall continue and shall remain in effect only so long as the same shall be used, utilized, and maintained for the purpose herein specified, and any time upon the discontinuance of such use and maintenance for a period of _____ days, said lease shall, at the option of the

State, and upon written notice thereof to the lessee, cease and terminate and the State shall have the right to forthwith re-enter upon and take possession of said demised lands and at its option remove all, or any portion or portions, of any structures, roadways, and fills from said demised lands at the cost and expense of said lessee.

The State expressly reserves the right to grant easements or crossings over, upon and under any portion of said demised lands during the life of this lease for any purpose not inconsistent or incompatible with the rights or privileges granted to the said lessee.

There is reserved to the State all natural resources, timber, and minerals, including oil or gas in or above the described land, and the right to grant in, over, and across said lands, easements, and/or rights-of-way to extract or remove such natural resources, timber, or minerals in a manner not inconsistent or incompatible with the rights or privileges granted to the said lessee, as provided by law and the rules and regulations of the State Lands Commission.

That the Lessee shall be liable for and agrees to indemnify the State against any loss, damage, claim, demand or action, caused by, arising out of, or connected with the construction or maintenance of structures upon, or the use by the Lessee and/or agents thereof, of the demised premises.

That the Lessee shall not transfer nor assign this agreement and shall not sublet said land nor any part thereof, except upon the prior written consent of the State first had and obtained.

This lease may be terminated and any of the provisions hereof may be modified or amended, upon the mutual consent in writing of the parties hereto.

All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To the State: State Lands Commission
Room 305 California State Building
217 West First Street
Los Angeles, California 90012

To the Lessee:

The addresses to which the notices shall or may be mailed, as aforesaid, to either party, may be changed by written notice given by such party to the other as hereinabove provided; but nothing herein contained shall preclude the giving of any such notice by personal service to the Lessee or an officer thereof.

The failure of the State to enforce any of the conditions, requirements, or other provisions of this lease or of any and all exhibits hereto shall not constitute a waiver by the State of any such condition, requirement, or other provision.

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

LESSEE*

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By _____

Address

F. J. HORTIG
Executive Officer

(SEAL)

*In executing this document the following is required:

1. A certified copy of the resolution or other document authorizing the execution of this agreement on behalf of the political subdivision.
2. Acknowledgment of signature required.