

MINUTE ITEM

This Calendar item No. 24
was approved as Minute Item
No. 4 by the State Lands
Commission by a vote of 3
to 0 at its 8/26/82
meeting.

CALENDAR ITEM

M C 04

8/26/82
WP 1992
Reese
PRC 1992

RENEWAL AND AMENDMENT OF A
GENERAL LEASE - INDUSTRIAL USE
AND APPROVAL OF
AGREEMENT TO LESSEE'S PERMITTEE

LESSEE: Lone Star Industries, Inc.
2800 Campus Drive
San Mateo, California 94403

LESSEE'S PERMITTEE:
Messrs. Hal E. Wilmunder and
Leslie H. Wilmunder
P. O. Box 491
Carmichael, California 95608

AREA, TYPE LAND AND LOCATION:
A 0.41-acre parcel of tide and submerged
land, located in the Sacramento River,
vicinity of West Sacramento, Yolo County.

LAND USE: Existing dock and dolphins.

TERMS OF ORIGINAL LEASE:
Initial period: 15 years from August 29,
1957.

Renewal options: Three successive periods
of ten years each.

A 4

S 4

CALENDAR ITEM NO. 004 (CONTD)

Surety bond: \$5,000.
Consideration: \$331.20 per annum.
Land Area: 2.8 acres.

TERMS OF FIRST TEN-YEAR - RENEWAL AND AMENDMENT:
Initial period: Ten years from August 29, 1972.

Public liability insurance: Combined single limit coverage of \$1,000,000 for bodily injury and \$100,000 for property damage.

Land Area: Reduced to 0.41 acres to cover actual area of use.

Consideration: \$541.20 per annum from August 29, 1972 through June 29, 1975; \$721.60 per annum thereafter; five-year rent review.

PROPOSED SECOND TEN-YEAR RENEWAL AND AMENDMENT:
Initial period: Ten years from August 29, 1982.

Consideration: \$1,170 per annum with five-year rent review.

Basis for Consideration: 9 percent of appraised value, pursuant to 2 Cal. Adm. Code 2003.

Renewal options: One additional period of ten years.

Surety bond: \$5,000.

Public liability insurance: Combined single limit coverage of \$1,000,000 for bodily injury and \$100,000 for property damage.

PREREQUISITE TERMS, FEE AND EXPENSES:
Applicant is owner of upland.

(Revised 8/24/82)

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MC04 7
CALENDAR ITEM NO. (CONTD)

STATUTORY AND OTHER REFERENCES:

- A. P.R.C.: Div. 6, Parts 1 and 2; Div. 13.
- B. Cal. Adm. Code: Title 2, Div. 3; Title 14, Div. 6.

AB 884:

N/A.

OTHER PERTINENT INFORMATION:

- 1. The original lease is being amended to reflect the new term and consideration. All other terms and conditions of the original lease and the first amendment remain in full force and effect.

- 2. This project is exempt from CEQA because it does not constitute a project.

Authority: P.R.C. 21065; 14 Cal. Adm. Code 15037 and 15060.

- 3. The project is situated on lands identified as possessing significant environmental values pursuant to P.R.C. 6370.1, and is classified in use category "B" which authorizes Limited Use. The project as proposed will not have a significant effect upon the identified environmental values.

- 4. Lone Star Industries desires to extend an agreement with Messrs. Hal E. Wilmunder and Leslie H. Wilmunder for use of the lease premises. Lone Star's current agreement with the Wilmunders which was approved by the State Lands Commission will terminate August 28, 1982. The Wilmunders are using the facility to dock and maintain a ferryboat which will carry passengers to the San Francisco Bay area and to Colusa County from Sacramento. The subject dock will not be used for passenger boarding.

The proposed permit agreement between Lone Star Industries and the Wilmunders will be for a term of five years beginning August 29, 1982. The annual rent will

CALENDAR ITEM NO. C 04 (CONTD)

be \$1,170. The Wilmunders will be required by the permit agreement to obtain liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage. A copy of the proposed permit agreement is attached as form Exhibit "C".

- EXHIBITS:
- A. Land Description.
 - B. Location Map.
 - C. Proposed Permit Agreement Form.

IT IS RECOMMENDED THAT THE COMMISSION:

1. DETERMINE THAT AN ENVIRONMENTAL DOCUMENT HAS NOT BEEN PREPARED FOR THIS ACTIVITY AS SUCH DOCUMENT IS NOT REQUIRED UNDER THE PROVISIONS OF P.R.C. 21065, 14 CAL. ADM. CODE 15037 AND 15060; AND FIND THAT THE PROJECT IS CONSISTENT WITH ITS USE CLASSIFICATION.
2. AUTHORIZE THE RENEWAL AND AMENDMENT OF A GENERAL LEASE - INDUSTRIAL USE, P.R.C. 1992.1, TO LONE STAR INDUSTRIES, INC. FROM AUGUST 29, 1982, WITH LESSEE'S OPTION TO RENEW FOR ONE ADDITIONAL PERIOD OF TEN YEARS; IN CONSIDERATION OF ANNUAL RENT IN THE AMOUNT OF \$1,170, WITH THE STATE RESERVING THE RIGHT TO FIX A DIFFERENT RENTAL ON EACH FIFTH ANNIVERSARY OF THE LEASE; PROVISION OF A \$5,000 SURETY BOND; PROVISION OF PUBLIC LIABILITY INSURANCE IN THE AMOUNT OF \$1,000,000 PER OCCURRENCE FOR BODILY INJURY AND \$100,000 FOR PROPERTY DAMAGE; ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL LEASE AND THE FIRST AMENDMENT REMAIN IN FULL FORCE AND EFFECT; FOR AN EXISTING DOCK AND DOLPHINS ON THE LAND DESCRIBED ON EXHIBIT "A" ATTACHED AND BY REFERENCE MADE A PART HEREOF.
3. APPROVE THE PERMIT AGREEMENT FORM BETWEEN LONE STAR INDUSTRIES, INC. AND MESSRS. HAL E. WILMUNDER AND LESLIE H. WILMUNDER, SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT "C" AND BY REFERENCE MADE A PART HEREOF.

EXHIBIT "A"

LAND DESCRIPTION

WP 1992

Two strips of tide and submerged land lying in the bed of the Sacramento River, adjacent to the community of West Sacramento, Yolo County, State of California, and being more particularly described as follows:

STRIP 1

A strip of tide and submerged land 55.0 feet wide and lying 27.5 feet on each side of the following described centerline:

COMMENCING at the northwest corner of that certain parcel described in a Grant Deed recorded on June 2, 1944, in Volume 201 of Official Records, Page 46, Yolo County Records; thence along the following 3 courses:

1. S 81° 04' E 120 feet;
2. S 73° 58' E 604.0 feet;
3. S 42° 49' 30" W 302.0 feet to the TRUE POINT OF BEGINNING:
thence S 47° 10' 30" E, 155.0 feet to a point designated as Point "A"
lying in the Sacramento River and being the terminous of the herein
described centerline.

STRIP 2

A strip of tide and submerged land 60.0 feet wide and lying 30.0 feet on each side of the following described centerline:

COMMENCING at a point in the Sacramento River heretofore designated as Point "A", thence S 47° 10' 30" E 30.0 feet; thence N 42° 49' 30" E, 135.0 feet to the TRUE POINT OF BEGINNING; thence S 42° 49' 30" W, 220.0 feet to a point in the Sacramento River and being the terminous of the herein described centerline.

EXCEPTING from Strips 1 and 2 any portion lying landward of the ordinary high water mark.

END OF DESCRIPTION

PREPARED APRIL 29, 1980 BY TECHNICAL SERVICES UNIT, ROY MINNICK, SUPERVISOR

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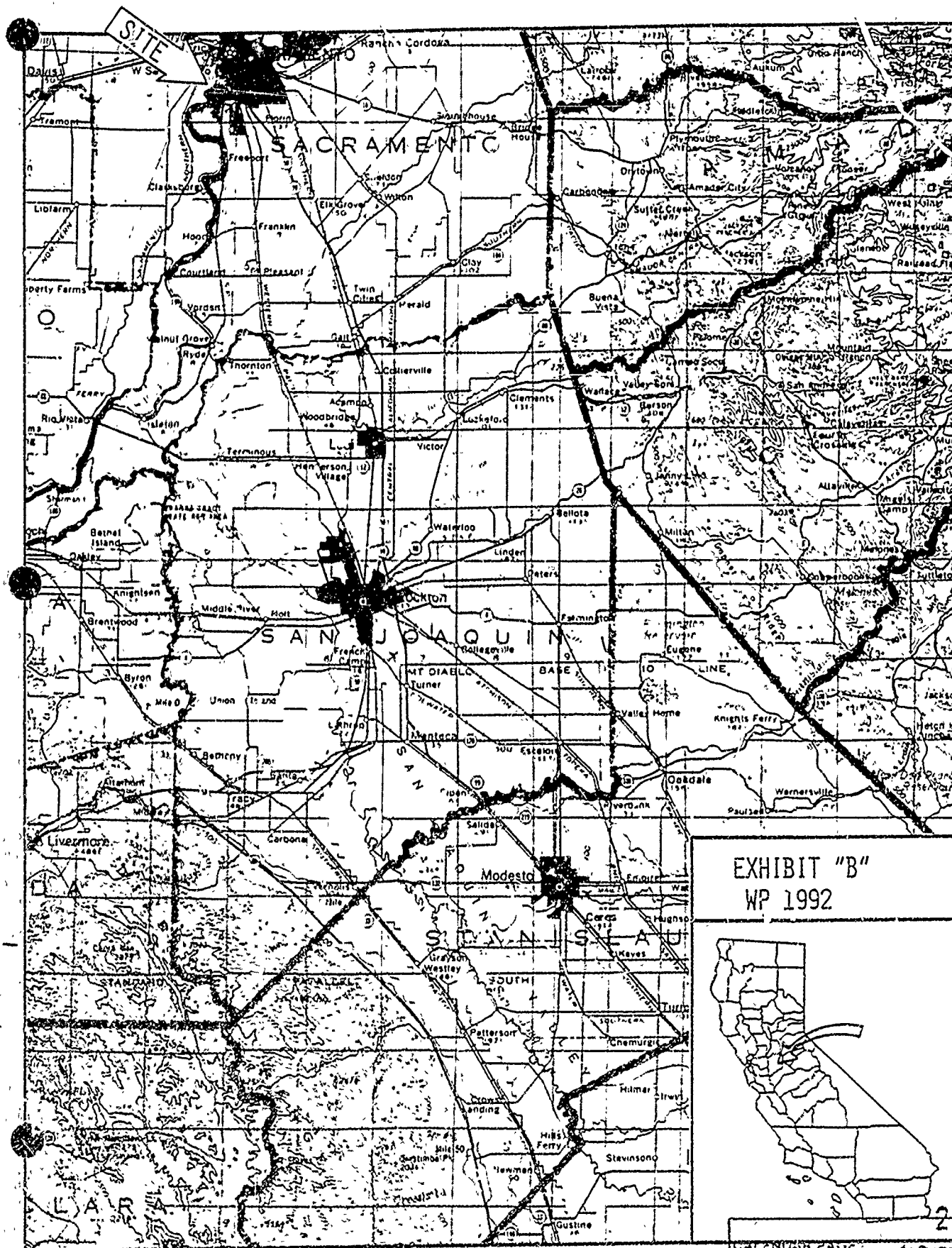


EXHIBIT "B"
WP 1992



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NON-EXCLUSIVE USE PERMIT AGREEMENT

EXHIBIT "C"

DRAFT
Subject to change

The following agreement is entered into this _____ day of _____, 1982, by and between LONE STAR INDUSTRIES, INC. ("Lone Star") and HAL E. WILMUNDER and LESLIE H. WILMUNDER ("Wilmunder").

RECITALS:

A. Lone Star is the Lessee of certain tide and submerged lands (hereinafter referred to as "the Land") situate in the County of Yolo, State of California, and more particularly described in Exhibit A attached hereto and incorporated herein.

B. The lease, P.R.C. 1992.1, for the Land was entered into by the State Lands Commission as Lessor, and Ideal Basic Industries, Inc. as Lessee dated August 29, 1957, and was amended and renewed effective August 29, 1972 by document entitled "State of California State Lands Commission Amendment and Renewal of Lease P.R.C. 1992.1", and was assigned to Lone Star on October 25, 1978, which documents hereinafter referred to as "The Lease".

C. Wilmunder desires to obtain the right to the non-exclusive use of certain existing dock and dolphin facilities placed upon the Land by Lone Star, and Lone Star desires to grant such non-exclusive use to Wilmunder for certain limited purposes on a non-exclusive basis.

NOW, THEREFORE, Lone Star hereby grants to Wilmunder the non-exclusive right to enter and use the Land and the existing dock and dolphins located thereon, all in accordance with and subject to the following terms and conditions:

1. The term of this permit shall commence August 29, 1982 and shall continue thereafter (unless sooner terminated in accordance with Paragraph 12 hereof) until August 28, 1987.

2. Wilmunder shall pay annual permit fees to Lone Star as consideration for this permit, as follows: \$1,170.00 upon the execution of this agreement, being the first year's permit fee in advance; and \$1,170.00 on August 29, 1983 and on like date of each succeeding year that this agreement remains in effect; and further provided that in the event of termination of this permit prior to the end of the term specified in Paragraph 1 hereof, the fees specified herein shall be prorated and any fees paid in advance for any period subsequent to the actual termination date shall be refunded.

3. The permit fee shall be paid to Lone Star at the address stated in Paragraph 15 hereof without deduction, default or delay. In the event of any failure of Wilmunder to pay such fees when due, or in the event of any breach or failure by Wilmunder to strictly observe all of the terms, conditions, covenants and restrictions contained herein, Lone Star may, at its option, terminate this permit immediately and re-enter the Land and remove all persons and property therefrom, anything to the contrary herein contained notwithstanding.

4. The Land and the dock and dolphins referred to herein shall be used by Wilmunder solely and only for a supply and maintenance base for a recreational ferry boat owned and operated by Wilmunder, and for no other purpose whatsoever without the prior written consent of Lone Star. It is expressly understood and agreed that such use shall not include the loading or unloading of passengers of such recreational ferry on, over or upon the Land or the dock or dolphins or any improvements located thereon.

5. This permit shall not be transferred or assigned, in whole or in part, nor shall this permit be deemed to grant Wilmunder any property rights of any type or nature in or upon the Land, the dock, dolphins or other improvements located thereon, and without limiting the generality of the foregoing, it is expressly understood that this permit shall not be deemed to grant Wilmunder any easements or lease sublease rights or any other estate whatsoever in or to the Land or improvements.

6. Wilmunder shall maintain and keep in good and sound repair all docks, dolphins, structures, facilities or appurtenances on the Land and shall make no alterations to existing structures or erect any new structures or remove any existing structures without the prior written consent of Lone Star and the State of California.

7. Wilmunder shall be liable for and hereby agrees to defend, indemnify and hold harmless Lone Star and the State of California from and against any and all loss, damage, claim, demand or action caused by, arising out of or in any way connected with or related to the construction, use or maintenance of the Land or the improvements located thereon by Wilmunder or any of his agents or invitees.

8. Wilmunder shall observe and comply with all rules and regulations now or at any time in the future promulgated by any agency of the State of California having jurisdiction over the land or any improvements thereon, and Wilmunder shall at all times take suitable precautions to prevent pollution and contamination of the waters of the Sacramento River and comply with all pollution control regulations relating to such area.

9. Lone Star and State of California, through their authorized agents, shall have the right at all reasonable times to go upon the Land and the dock, dolphins and other improvements located thereon

for any purpose not inconsistent with the non-exclusive use of such facilities by Wilmunder for the limited purposes stated herein.

10. Lone Star shall not be liable in any manner for any loss, damage or injury to the person or property of Wilmunder, or the agents or employees of Wilmunder, or to persons invited or permitted by Wilmunder to come upon or about the leased Premises, or to any other person by reason of anything done, permitted to be done or suffered, or omitted to be done by Wilmunder, or the agents or employees of Wilmunder, or by reason of the condition of the Premises; and Wilmunder agrees to indemnify, defend, and hold Lone Star harmless from any and all such liability and to protect and defend Lone Star against any claim or action based thereon without charge or expense. Nothing herein contained shall require Wilmunder to indemnify, insure or defend Lone Star against claims arising out of injuries or death of any person or damage to any property due to the sole negligence or fault of Lone Star or Lone Star's agents and employees. Wilmunder, at its sole cost and expense, shall maintain adequate public liability and property damage insurance, in which Lone Star shall be named as an additional insured, and certificates of insurance shall be furnished to Lone Star stating that coverage will not be cancelled without ten (10) days' prior written notice to Lone Star. The term "adequate public liability and property damage insurance," as used in the paragraph shall mean at least the following minimum coverage: One Million and no/100 Dollars (\$1,000,000.00) single limit comprehensive general liability and property damage. Wilmunder shall take out and keep in force during the term of this Lease at his own expense proper and adequate workmen's compensation.

11. It is expressly understood and agreed between Wilmunder and Lone Star that the rights granted hereunder to Wilmunder are of a permit nature only and shall be non-exclusive. There is expressly reserved to Lone Star all right, title and interest to the use, occupancy and operation of the Land, dock, dolphins and other improvements which are presently located on the Land as and to the extent that such use is not directly and materially inconsistent with the use of such Land and improvements by Wilmunder for the sole and limited purposes stated in Paragraph 4 hereof.

12. Wilmunder or Lone Star may terminate this permit at their option, with or without cause, on 60 days' written notice of such termination to the opposite party; provided, however, that Wilmunder's right to terminate hereunder shall be subject to the condition precedent that Wilmunder shall not be in default hereunder at the time of such termination and Wilmunder shall be fully liable for payment of permit fees and performance of all other obligations incurred by Wilmunder prior to the date of such termination.

13. As additional consideration for the issuance of this permit, Wilmunder shall pay to Lone Star, upon demand, any and all taxes whatsoever that may be imposed upon the Land, the dock, dolphins or

other improvements located thereon or any personal property thereon by the County of Yolo or any other taxing agency having jurisdiction over the Land or the improvements or personal property located thereon. It is understood that current taxes imposed by Yolo County on the Land and improvements are \$1,286.71 annually. Should these or any other taxes levied on the Land, the improvements or personal property located thereon from time to time be increased, such increased taxes shall be paid by Wilmunder to Lone Star, on demand.

14. Wilmunder shall, upon termination of this agreement, peaceably and quietly leave, surrender and yield up to Lone Star, all and singular, the Land, dock, dolphins, improvements and related facilities referred to herein, in good order, condition and repair, reasonable use and wear thereof and damage by act of God or the elements excepted.

15. All notices herein provided to be given shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, addressed as follows:

To Lone Star:

Lone Star Industries, Inc.
Pacific Region
2800 Campus Drive
San Mateo, CA 94403

To Wilmunder:

Hal E. Wilmunder &
Leslie H. Wilmunder
P. O. Box 491
Carmichael, CA 95608

The above addressed may be changed by written notice as herein provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

16. Time is of the essence of this agreement and each and all of the terms and provisions hereof, and the terms and provisions of this agreement, except as otherwise provided in and subject to the provisions of Paragraph 5 hereof, shall extend to and be binding upon and inure to the benefit of the heirs, executor, administrators, successors and assigns of the parties hereto; if more than one permittee is named herein, the obligations of said parties herein contained shall be joint and several.

17. Wilmunder hereby expressly agrees to comply with all of the terms and conditions of the Lease between Lone Star and the State of California, and further agrees to abide by any and all rules and regulations heretofore or hereafter affecting the Land or any of the improvements thereon issued by the State of California or any agency or department thereof. Wilmunder further understands and agrees that the rights granted hereunder are subject to the terms and conditions set forth in said Lease, and further that the rights granted hereunder shall terminate automatically upon termination of the lease by the State of California

IN WITNESS WHEREOF, the parties hereto have executed this
Non-Exclusive Use Permit Agreement the day and year first above
written.

LONE STAR INDUSTRIES, INC.
Pacific Region

By _____

Title _____

HAL E. WILMUNDER

LESLIE H. WILMUNDER

EXHIBIT "A"

W20394

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COMMENCING at the northwest corner of that certain parcel described in a Grant Deed recorded on June 2, 1944, in Volume 201 of Official Records, page 46, Yolo County Records; thence along the following 3 courses:

1. S 81° 04' E 120 feet;
2. S 73° 58' E 604.0 feet;
3. S 42° 49' 30" W 302.0 feet to the TRUE POINT OF BEGINNING; thence S 47° 10' 30" E, 155.0 feet to a point designated as Point "A" lying in the Sacramento River and being the terminous of the herein described centerline.

STRIP 2

A strip of tide and submerged land 60.0 feet wide and lying 30.0 feet on each side of the following described centerline:

COMMENCING at a point in the Sacramento River heretofore designated as Point "A"; thence S 47° 10' 30" E 30.0 feet; thence N 42° 49' 30" E, 135.0 feet to the TRUE POINT OF BEGINNING; thence S 42° 49' 30" W, 220.0 feet to a point in the Sacramento River and being the terminous of the herein described centerline.

EXCEPTING from Strips 1 and 2 any portion lying landward of the ordinary high water mark.

END OF DESCRIPTION

Prepared

Checked

Reviewed



EXHIBIT A

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