

**CALENDAR ITEM
C21**

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04/26/13
PRC 3661.9
W. Hall

**ACCEPTANCE OF A QUITCLAIM DEED
AND AMENDMENT OF A RECREATIONAL PIER LEASE**

LESSEES:

Barbara I. McConnell, Trustee of the George R. McConnell Revocable Living Trust, dated June 12, 1992, and Marilyn J. Kennedy

LESSEE/APPLICANTS:

Marilyn J. Kennedy and Kyle P. Kennedy

AREA, LAND TYPE, AND LOCATION:

Sovereign land in Lake Tahoe, adjacent to 5058 West Lake Boulevard, near Homewood, Placer County.

AUTHORIZED USE:

Continued use and maintenance of an existing pier and one mooring buoy.

LEASE TERM:

10 years, beginning March 20, 2008.

CONSIDERATION:

No monetary consideration pursuant to Public Resources Code section 6503.5.

PROPOSED AMENDMENT:

Amend the lease to remove Barbara I. McConnell, Trustee of the George R. McConnell Revocable Living Trust, dated June 12, 1992, and add Kyle P. Kennedy as Lessee along with Marilyn J. Kennedy. All other terms and conditions of the lease shall remain in effect without amendment.

OTHER PERTINENT INFORMATION:

1. Applicants own the upland adjoining the lease premises.

CALENDAR ITEM NO. **C21** (CONT'D)

2. On August 22, 2008, the Commission authorized Lease No. PRC 3661.9, a 10-year Recreational Pier Lease, for a pier and one mooring buoy with Barbara I. McConnell, Trustee of the George R. McConnell Revocable Living Trust, dated June 12, 1992, and Marilyn J. Kennedy. That lease expires on March 19, 2018.
3. On April 1, 2011, Barbara I. McConnell, Trustee of the George R. McConnell Revocable Living Trust, dated June 12, 1992, deeded the trust's 62 percent interest in the upland property to co-Lessee, Marilyn J. Kennedy. On February 24, 2012, Barbara I. McConnell, Trustee of the George R. McConnell Revocable Living Trust, dated June 12, 1992, executed and delivered a Quitclaim Deed to the Commission releasing all the trust's interest in the existing lease.
4. On November 28, 2012, Marilyn J. Kennedy deeded 49 percent of her 100 percent interest in the upland property to Kyle P. Kennedy. Staff recommends acceptance of the Quitclaim Deed from Barbara I. McConnell, Trustee and recommends an amendment to the lease to add Kyle P. Kennedy as a co-Lessee with Marilyn J. Kennedy.
5. The staff recommends that the Commission find that the subject acceptance of a quitclaim deed and lease amendment do not have a potential for resulting in either a direct or a reasonably foreseeable indirect physical change in the environment, and are, therefore, not projects in accordance with the California Environmental Quality Act (CEQA).

Authority: Public Resources Code section 21065 and California Code of Regulations, Title 14, sections 15060, subdivision (c)(3), and 15378.

EXHIBIT:

- A. Site and Location Map

RECOMMENDED ACTION:

It is recommended that the Commission:

CEQA FINDING:

Find the subject acceptance of quitclaim deed and lease amendment is not subject to the requirements of CEQA pursuant to California Code of Regulations, Title 14, section 15060, subdivision (c)(3), because the subject activities are not projects as defined by Public Resources Code section 21065 and California Code of Regulations, Title 14, section 15378.

CALENDAR ITEM NO. **C21** (CONT'D)

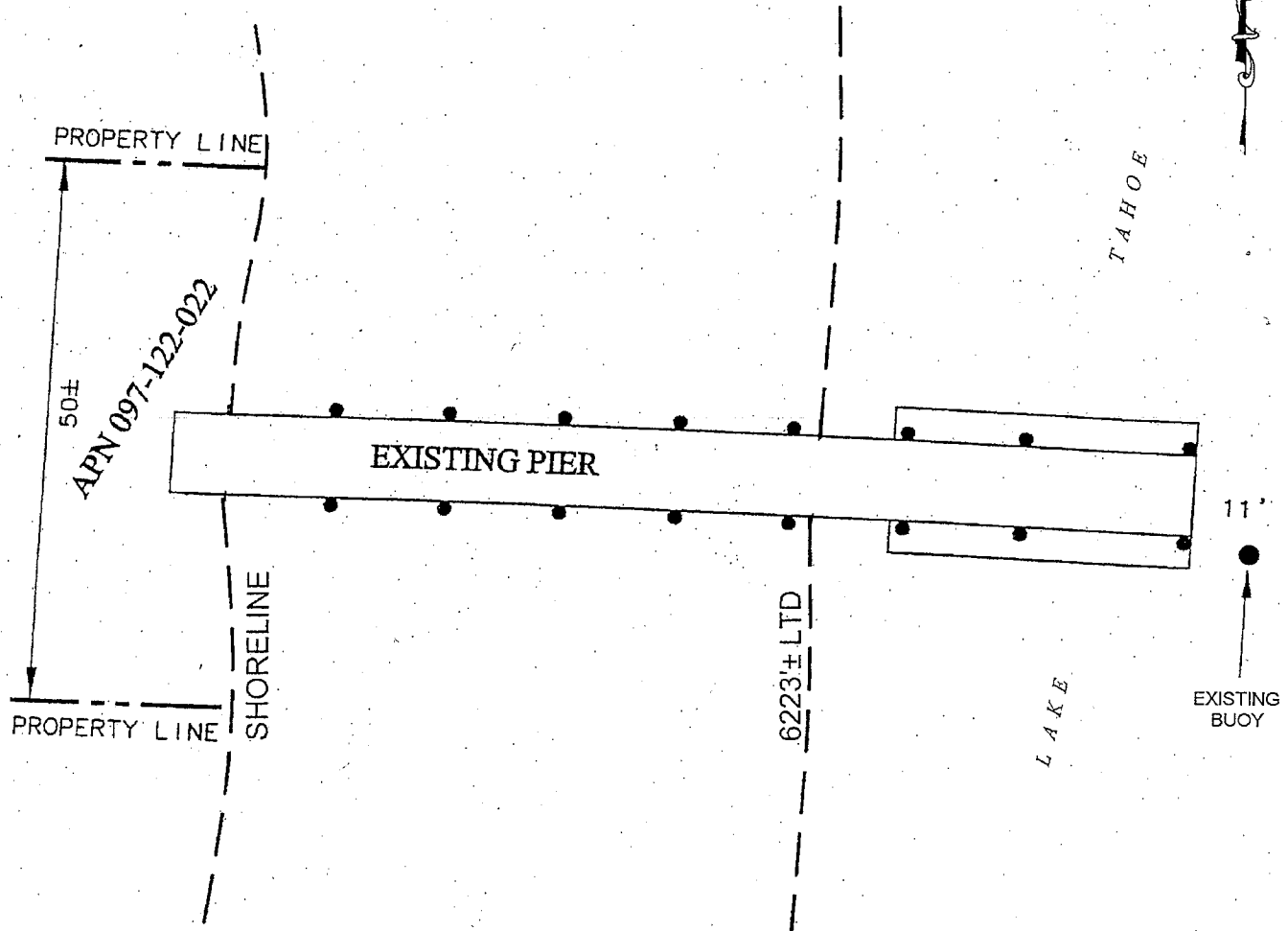
AUTHORIZATION:

1. Authorize acceptance of a Quitclaim Deed executed by Barbara I. McConnell, Trustee of the George R. McConnell Revocable Living Trust, dated June 12, 1992, releasing all the trust's interest in Lease No. PRC 3661.9, a Recreational Pier Lease.

2. Authorize amendment of Lease No. PRC 3661.9, a Recreational Pier Lease, effective April 26, 2013, to remove Barbara I McConnell, Trustee of the George R. McConnell Revocable Living Trust, dated June 12, 1992, as a lessee, and add Kyle P. Kennedy as a Lessee; all other terms and conditions of the lease shall remain in effect without amendment.

NO SCALE

SITE



5058 WEST LAKE BLVD., NEAR HOMEWOOD

NO SCALE

LOCATION

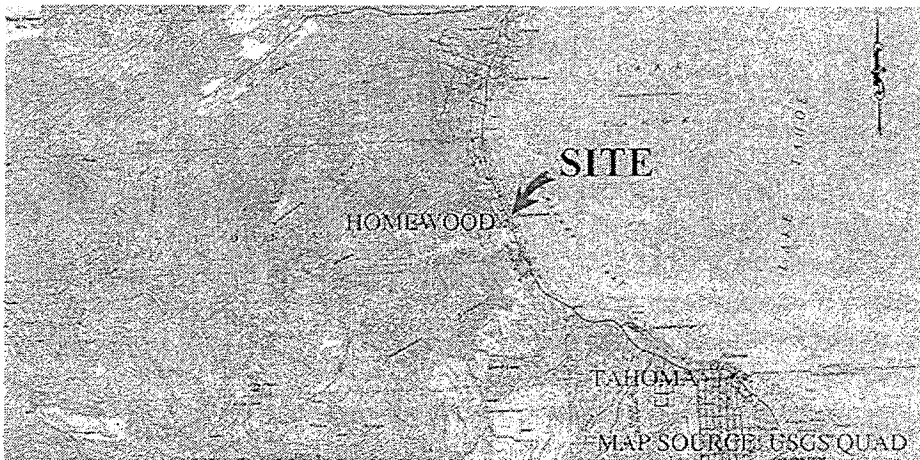
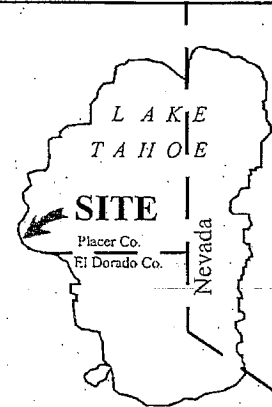


Exhibit A

PRC 3661.9
 McCONNELL/KENNEDY
 APN 097-122-022
 RECREATIONAL PIER LEASE
 PLACER COUNTY



This Exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.