

MINUTE ITEM

This Calendar Item No. 25
was approved as Minute Item
No. 25 by the State Lands
Commission by a vote of 3
to 0 at its 6/21/84
meeting.

CALENDAR ITEM

A 58

25

06/21/84

S 27

W 23004

Louie

PRC 6696

GENERAL LEASE - COMMERCIAL USE

APPLICANT: City of Avalon
P. O. Box 707
Avalon, California 90704

AREA, TYPE LAND AND LOCATION:
10.356 acres submerged land located in Hamilton
Cove, Santa Catalina Island, Los Angeles County.

LAND USE: Provision and maintenance of recreational
moorings.

TERMS OF PROPOSED LEASE:

Initial period: 15 years from May 1, 1984.

Surety bond: \$20,000.

Public liability insurance: Combined single
limit coverage of \$5,000,000.

Special: The lease provides for the
issuance by the City of
Avalon of individual mooring
site subleases.

CONSIDERATION: For each installed mooring, \$195 per annum,
with the State reserving the right to fix a
different rental on each fifth anniversary of
the lease. However, in no case shall the annual
rental be less than \$1500.

BASIS FOR CONSIDERATION:

Pursuant to 2 Cal. Adm. Code 2003.

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PREREQUISITE CONDITIONS, FEES AND EXPENSES:
Filing fee has been received.

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:

11/24/84.

OTHER PERTINENT INFORMATION:

1. The City of Avalon proposes to lease a 10.356-acre parcel of submerged land in Hamilton Cove, Santa Catalina Island. The parcel is immediately adjacent to lands which have been granted to the City for administration.

(a) The City has entered into an agreement with Hamilton Cove, a California general partnership, a joint venture composed of Daon Corporation, a Delaware Corporation, and Peninsula Cove Corporation, a California corporation (hereinafter referred to as "the Partnership"), on the adjacent granted lands. The Partnership is the developer of a condominium project on the uplands at Hamilton Cove. The agreement provides that the Partnership will install and maintain 52 moorings. On a daily basis, the Partnership has the right to reserve up to 39 moorings for its use and that of its guests. Those moorings not reserved by the Partnership for any given day may be assigned by the City to the general public. The remaining 13 moorings will be available at all times to the general public on a daily basis. The Partnership is required to pay an annual reservation fee for all 52 moorings as well as a daily use fee for the moorings utilized by the Partnership. The agreement will expire on March 19, 1992.

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(b) The State lease to the City for the ungranted submerged lands will authorize up to 61 moorings. The City proposes to make the mooring site subleases available to the general public on a first come-first served basis and will first utilize the waiting list currently maintained for Avalon Harbor. The sublessees will be required to install and maintain their own mooring and will be required to pay a yearly lease fee consistent with the City's code as well as a daily use fee for each day the mooring is utilized by the sublessee. The City proposes to use a sublease form substantially as shown on Exhibit "C" attached and by reference made a part hereof.

The State lease provides that there shall be no tie-in to any upland development.

(c) The City will operate the moorings on the granted and ungranted lands as a single operation. The Negative Declaration circulated by the City covers both projects. The City will patrol and manage the mooring operation and also provide trash pickup services.

3. A Negative Declaration was prepared and adopted for this project by City of Avalon. The State Lands Commission's staff has reviewed such document and believes that it complies with the requirements of the CEQA.
4. This activity involves lands identified as possessing significant environmental values pursuant to P.R.C. 6370, et seq. Based upon the staff's consultation with the persons nominating such lands and through the CEQA review process, it is the staff's opinion that the project, as proposed, is consistent with its use classification.

FURTHER APPROVALS REQUIRED:

United States Army Corps of Engineers.

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EXHIBITS:

- A. Land Description.
- B. Location Map.
- C. Revokable Mooring Permit Yearly Term Lease.

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT A NEGATIVE DECLARATION WAS PREPARED AND ADOPTED FOR THIS PROJECT BY CITY OF AVALON AND THAT THE COMMISSION HAS REVIEWED AND CONSIDERED THE INFORMATION CONTAINED THEREIN.
2. DETERMINE THAT THE PROJECT, AS APPROVED, WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT.
3. FIND THAT THE THIS ACTIVITY IS CONSISTENT WITH THE USE CLASSIFICATION DESIGNATED FOR THE LAND PURSUANT TO P.R.C. 6370, ET SEQ.
4. AUTHORIZE ISSUANCE TO CITY OF AVALON OF A 15-YEAR GENERAL LEASE - COMMERCIAL USE FROM JULY 1, 1984; IN CONSIDERATION OF ANNUAL RENT IN THE AMOUNT OF \$195 FOR EACH MOORING INSTALLED WITH THE STATE RESERVING THE RIGHT TO FIX A DIFFERENT RENTAL ON EACH FIFTH ANNIVERSARY OF THE LEASE; HOWEVER, IN NO CASE SHALL THE ANNUAL RENT BE LESS THAN \$1500; PROVISION OF A \$20,000 SURETY BOND; PROVISION OF PUBLIC LIABILITY INSURANCE FOR COMBINED SINGLE LIMIT COVERAGE OF \$5,000,000; FOR PROVISION AND MAINTENANCE OF NOT MORE THAN 61 MOORINGS ON THE LAND DESCRIBED ON EXHIBIT "A" ATTACHED AND BY REFERENCE MADE A PART HEREOF; PROVIDED, HOWEVER, THAT THIS ACTION DOES NOT CONSTITUTE AN APPROVAL OF OR CONCURRENCE WITH THE CITY'S AGREEMENT WITH HAMILTON COVE FOR THE USE OF GRANTED SUBMERGED LANDS.
5. APPROVE THE ISSUANCE BY THE CITY OF AVALON OF INDIVIDUAL MOORING SITE SUBLEASES SUBSTANTIALLY IN THE FORM SHOWN ON EXHIBIT "C".

EXHIBIT "A"

LAND DESCRIPTION

W 23004

A parcel of submerged land in San Pedro Channel adjacent to and northerly of the northwesterly boundary of the City of Avalon, Santa Catalina Island, Los Angeles County, State of California, more particularly described as follows:

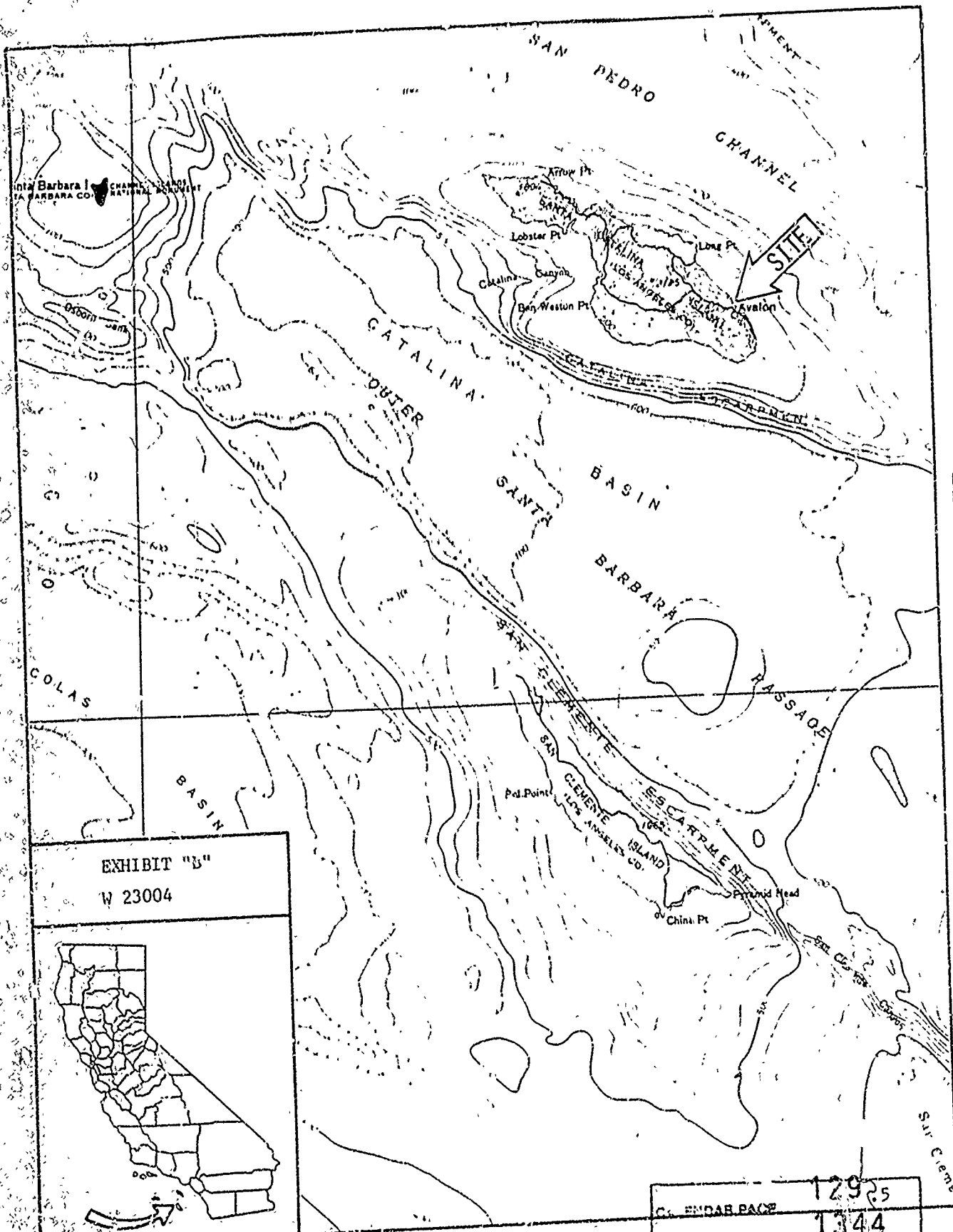
BEGINNING at Station 46 as shown on the map filed for record December 22, 1966 in Map Book 2423 Page 904, Official Records, Los Angeles County, said point being on the northwesterly boundary of the City of Avalon and on the ordinary high water mark of the Pacific Ocean as shown on said map; thence along the continuation of said City boundary N 37° 01' E 490 feet; thence leaving said boundary N 14° 04' W, 608 feet; thence N 34° 44' W, 400 feet, thence S 55° 16' W, 350 feet, more or less, to the ordinary high water mark of the Pacific Ocean on Santa Catalina Island; thence along said ordinary high water mark southerly 1300 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM any portion lying landward of the mean lower low waterline.

END OF DESCRIPTION

REVISED MAY 7, 1984 BY BOUNDARY AND TITLE UNIT, LEROY WEED, SUPERVISOR.

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Mooring No. _____

REVOKABLE MOORING PERMIT
YEARLY TERM LEASE

This Revokable Mooring Permit is entered into _____,

BETWEEN

The City of Avalon, a municipal corporation, referred to as AVALON,

AND

_____, whose address is _____

and whose telephone No. is Business: _____ Home: _____
referred to as PERMITTEE.

RECITALS

A. AVALON, by State Lands Commission Lease PRC _____, was leased certain submerged lands lying within Hamilton Cove, Santa Catalina Island.

B. PERMITTEE is the owner of the following described vessel:

Builder or Manufacturer _____ Length: _____

C. F. or Document No. _____ Sail () Power ()

If sail: Class Name _____ Sail Number _____ (referred to as "vessel")

C. PERMITTEE desires to moor the vessel in the submerged lands described in Recital Paragraph A, above, on the terms and conditions set forth in this permit.

The parties agree as follows:

1. Recital Paragraphs. Recital paragraphs A, B and C are incorporated and made a part of this permit.

2. Grant of Permit. Subject to the terms of Lease PRC _____ referred to in Recital Paragraph A, above, AVALON grants to PERMITTEE the right to moor the vessel, and no other, upon the terms and conditions set forth in this permit. "The user of this mooring covenants and agrees to be responsible for all damage to this mooring and to any other property that is damaged by his use of the mooring, and to hold the City of Avalon and the State of California harmless thereof."

3. Location of Mooring. The mooring installed at Mooring No. _____, as shown on the Mooring Map available for inspection at the City Hall and in the office of the Harbor Master, which map is made a part of this permit.

4. Term of Permit. The term of this permit shall expire on April 30, _____, unless sooner terminated pursuant to the terms of this permit. However, this permit shall be deemed automatically renewed for a series of one (1) year terms, each such term beginning May 1, unless AVALON notifies PERMITTEE in writing, at least sixty (60) days prior to the expiration of the then current term, of its desire not to renew, except for violations of Section six (6) below, in which case renewal shall be automatically cancelled.

5. Permit Fee. PERMITTEE shall pay to AVALON the sum of _____ dollars, payable upon execution of this permit. In addition to the permit fee specified herein, PERMITTEE shall pay the daily use fee consistent with the City Code for each day the mooring is utilized by PERMITTEE.

6. Delinquent Fees. If, on June 1, the permit fee for the additional and then current term is not paid, AVALON shall revoke this permit, and take possession of the mooring to the exclusion of PERMITTEE for City uses. Upon such revocation, mooring hardware remains property of City.

7. Use of Mooring by PERMITTEE. PERMITTEE shall moor the bow and stern of the vessel in a manner approved by the Harbor Master. PERMITTEE shall give the Harbor Master at least twenty-four (24) hour notice that he intends to use the mooring: Failure to do so will place the Harbor Master under no obligation to remove any other vessel on the mooring.

8. Use of Mooring by Guests. In the event PERMITTEE fails to give the twenty-four (24) hour notice outlined in paragraph 7 above, the Harbor Master may permit a guest vessel to moor at the mooring.

9. Transfer of Permit. This permit is not transferable. In event of death, only, of PERMITTEE, pro-rata share of lease fee will be refunded to Estate of PERMITTEE.

10. Sale of Vessel. In the event PERMITTEE does not own a vessel and such lack of registered ownership continues for a period of one hundred twenty (120) days, this permit shall be revoked and PERMITTEE shall be revoked.

11. Conduct of PERMITTEE. PERMITTEE shall abide by all laws, rules, and regulations applicable to Avalon Harbor, including, but not limited to, Avalon Municipal Code Sections 10-2.304 (5 miles per hour speed limit), 10-2.305 (reckless operation of vessels), 10-2.215 (mooring lights), 10-2.501-510 (miscellaneous regulations). Further, PERMITTEE shall operate no generators between the hours of 8:00 p.m. and 8:00 a.m., October 15 to Palm Sunday, and 10:00 p.m. and 8:00 a.m., April 16 to October 14, without prior written permission of the Harbor Master.

12. Violations of Terms of the Permit. Applicable Laws and Regulations: Notice. This permit may be revoked by AVALON for violations of laws or harbor regulations at any time by the Harbor Master upon giving five (5) days written notice to the PERMITTEE.

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13. Revocation or Cancellation of Permit. Upon revocation or cancellation of this permit, for any reason mooring hardware remains the property of the City of AVALON.
14. Prohibition by Government Action. In the event use of the mooring is prohibited by governmental action, this permit shall terminate forthwith.
15. State Action. In the event the Lease described in Recital Paragraph A is revoked in any manner, for any reason, PERMITTEE shall make no claim for previous fees or for any refund of any fees paid to AVALON.
16. Hold Harmless/Indemnification. PERMITTEE indemnifies and holds AVALON and the State of California harmless from any liability or claim for damage, loss or expense arising out of occasioned by or resulting from the use and occupancy by PERMITTEE of the mooring.
17. This permit is subject to all of the terms, provisions and conditions of all Federal, State, and local laws: In the event of a conflict between the terms of this permit and such laws, the latter shall govern.
18. Notices. With the exception of the twenty-four (24) hour notice described in paragraph 7, above, which may be oral, all notices pursuant to this agreement or required by law shall be in writing and made to the parties by personal delivery or by mail to: AVALON HARBOR DEPT., Box 1085, Avalon, California 90704 Attention: Harbor Master PERMITTEE at the address first given in this permit or at such other place or places as the parties may from time to time designate in writing.
19. Attorney's Fees. In case suit shall be brought because of the breach of any of the terms of this permit, the losing party shall pay to the prevailing party a reasonable attorney's fee which shall be fixed by the court.
20. Waiver. The waiver of any of the terms, covenants and conditions of this permit by either party shall not be construed to be a waiver of any of the other terms, covenants or conditions.
21. Collateral Agreements. This permit sets forth all the terms, covenants or conditions. There are no collateral or oral agreements.
22. Time of Essence. It is hereby agreed that time is of the essence of each covenant and agreement herein contained.
23. PERMITTEE agrees to install and maintain the mooring in good order and repair and safe condition. The Harbor Master may require that the mooring be lifted by Permittee for inspection and replaced in good condition whenever the Harbor Master deems it necessary to do so. Such inspection and repairs required

by the Harbor Master, if any, shall be completed prior to May 25 of the year in which it is required: Written evidence of an order for such repairs shall be filed with the Harbor Master on or before March 1 of such year.

24. PERMITTEE agrees that this permit and any renewal thereof shall only be in effect so long as State Lease PRC _____ shall remain in effect. By signing this permit, Permittee acknowledges that he has read and fully understands the terms and conditions of State Lease PRC _____, and furthermore agrees to be bound by the terms and conditions of said State lease. PERMITTEE understands that pursuant to said Lease, upon expiration or sooner termination of the Lease, the State may accept all or any portion of the Lease Premises as then improved with moorings in place.

A copy of State Lease PRC _____ is available for inspection on request at the City of Avalon Harbor Department.

CITY OF AVALON, a municipal corporation By _____

PERMITTEE _____