

MINUTE ITEM

This Calendar Item was not read at the meeting, no action being necessary.

C14

INFORMATIVE ITEM

C14

09/26/85
W 23540
Martinez

A 4
S 2

DREDGING PERMIT

PERMITTEE: David D. Bohannon Organization
60 Hillsdale Mall
San Mateo, California 94403-3497

AGENT: False River Company
P. O. Box 550
Suisun City, California 94585

AREA, TYPE LAND AND LOCATION: Tide and submerged lands in Cross Slough at
Suisun Marsh, Solano County.

LAND USE: Dredge a maximum of 9,500 cubic yards of
material to be used to recap, restructure and
fortify the existing levee as shown in
Exhibit "B".

TERMS: One year commencing September 1, 1985.

CONSIDERATION: \$0.25 per cubic yard for material dredged for
levee maintenance.

PREREQUISITE CONDITIONS, FEES AND EXPENSES:
Filing fee and expense deposit has been
received

STATUTORY AND OTHER REFERENCES:
P.R.C.: Div 6, Parts 1 and 2; Div. 13
Cal. Adm. Code: Title 2, Div. 3; Title 14,
Div. 6.

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CALENDAR ITEM NO. C 1 4 (CONT'D)

OTHER PERTINENT INFORMATION:

1. On February 24, 1977 (Minute Item 32) the State Lands Commission delegated authority to the Executive Officer for the issuance of dredging permits of 10,000 cubic yards or less. In accordance with that delegation, David D. Bohannon Organization was granted approval to perform maintenance dredging on State-owned tide and submerged lands in Cross Slough at Suisun Marsh, Solano County. In accordance with said delegation of authority, it has been determined that the following conditions have been met.
2. The proposed project is categorically exempt from the requirements of CEQA under Class 4, Maintenance Dredging, 14 Cal Adm. Code 15304(g).
3. The proposed project is consistent with the use classification designated for land pursuant to P.R.C. 6370 et seq.
4. The amount to be dredged will not exceed 10,000 cubic yards.
5. A charge of \$0.25 per cubic yard will be assessed for spoil material that is deposited on private property elsewhere or sold commercially.
6. The approval of the project is contingent upon approval by all pertinent State, Federal and local agencies.

APPROVALS OBTAINED:

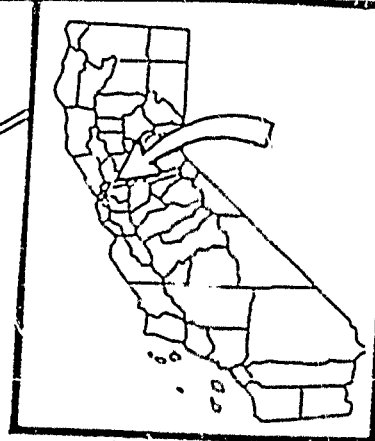
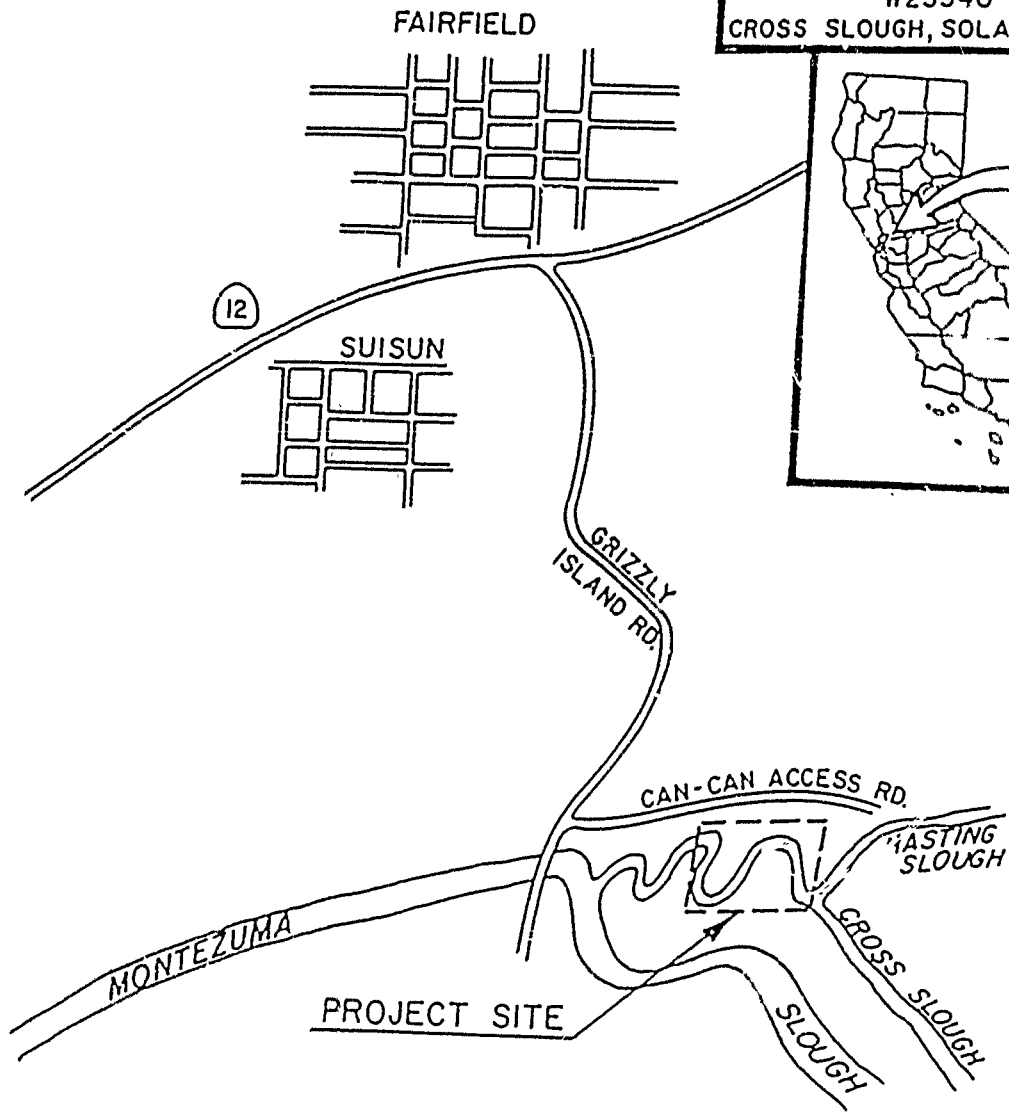
United States Army Corps of Engineers.

AB 884: 02/27/86.

EXHIBITS: A. Vicinity Map.
B. Site Map.
C. Permit.

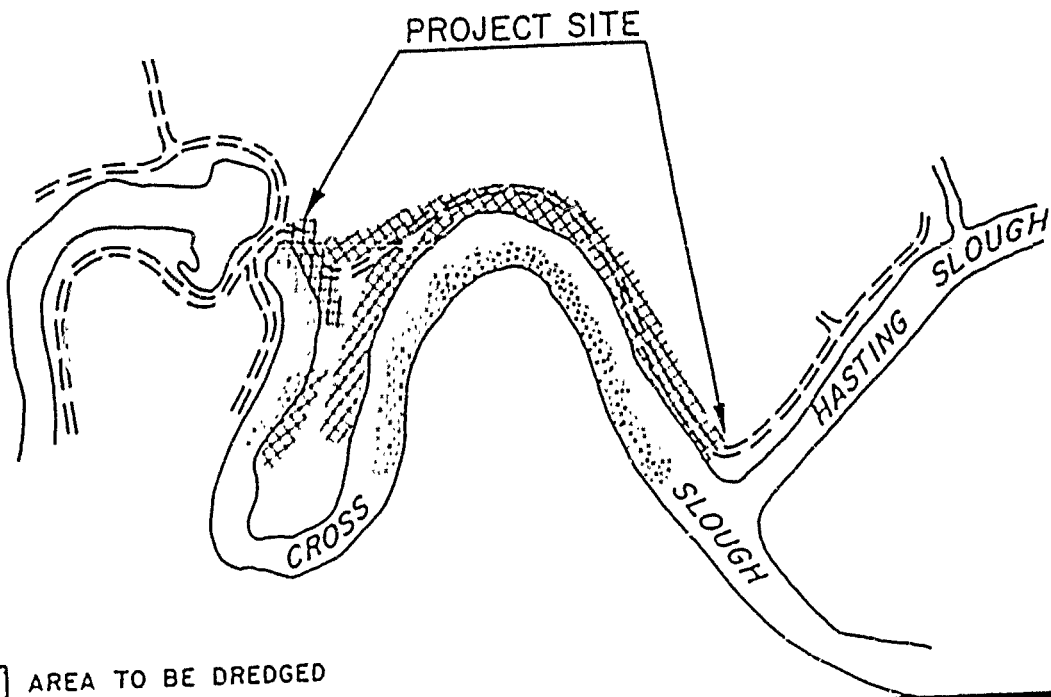
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EXHIBIT "A"
APPLICATION FOR DREDGING
DAVID BOHANNON ORGANIZATION
(APPLICANT)
W23540
CROSS SLOUGH, SOLANO COUNTY



NO SCALE

3
CALAND. FOR 8785
MINUTE PAGE 2704



-  AREA TO BE DREDGED
-  DISPOSAL SITE
(Levee Rehabilitation)

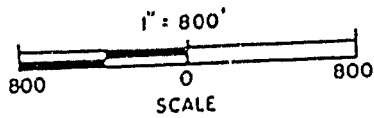


EXHIBIT "B"
APPLICATION FOR DREDGING
DAVID BOHANNON ORGANIZATION
(APPLICANT)
W23540
CROSS SLOUGH, SOLANO COUNTY



CALIFORNIA WATER 0-8/85
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STATE LANDS COMMISSION

KENNETH CORY, *Controller*
LEO T. McCARTHY, *Lieutenant Governor*
JESSE R. HUFF, *Director of Finance*

GEORGE DEUKMEJIAN, *Governor*

EXECUTIVE OFFICE
1807 - 13th Street
Sacramento, California 95814

CLAIRE T. DEDRICK
Executive Officer

EXHIBIT "C"

August 29, 1985

David D. Bohannon Organization
60 Hillside Mall
San Mateo, CA 94403-3497
Attn: David D. Bohannon, President

Gentlemen:

Pursuant to your application dated July 30, 1985 you are hereby granted permission to dredge during the term of the permit a maximum of 9,500 cubic yards, of sand, silt, clay and gravel, excluding all other minerals including but not limited to oil, gas and geothermal from an area of tide and submerged lands in Cross Slough, Suisun Marsh, Solano County as described and designated respectively in Exhibits "A" and "B" attached hereto, which are by this reference expressly made a part hereof. Said permission includes the right to dispose of said material in a containment area formed between a temporary dike and the existing levee on the north side of Cross Slough for drying after which time it will be dozed to recap, restructure and fortify portions of the existing levee as shown in Exhibit "B".

A royalty of \$0.25 per cubic yard shall be paid for material placed on private property or used for any private or commercial benefit. Said permission is given on the condition that all dredging and spoils deposition shall be done in accordance with all applicable Federal, State and local government laws, rules and regulations. Said permission shall be effective from September 1, 1985 through August 30, 1986.

The permission to dredge the above-described lands is given without survey. Such permission shall not be construed as State land boundaries nor as necessarily establishing the extent of the State's claim to property in the area. The State warrants neither the title to the demised premises nor any right you may have to possession or quiet enjoyment of the same.

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It is hereby agreed that the operations authorized under this permit shall be performed with diligence, in a good and workmanlike manner, and with the use of due care and safety precautions.

It is further agreed that you shall submit copies of reports or contracts with the dredging operator substantiating the volume of materials dredged and any royalties due to the Commission on a quarterly basis, on forms supplied by the Commission (Form 30.9 NC). It is agreed that you shall submit said forms on or before the fifteenth (15th) day of the month following the end of each permit quarter, together with payment for the royalty due on the volume removed during that quarter.

It is hereby agreed that, pursuant to Public Resources Code Section 6224, any installments of royalty accruing under the provisions of this permit that are not paid when due shall be subject to a five percent (5%) penalty and shall bear interest at the rate of one and one-half percent (1-1/2%) per month from the date when the same was payable by the terms hereof.

It is agreed that you shall furnish the Commission with copies of final surveys or copies of any other computations used as a basis to verify dredge volumes within twenty-five (25) days of completion of the activity authorized hereunder.

It is agreed that you shall indemnify, save harmless and, at the option of the State of California, defend said State, its officers, agents and employees, against any and all claims, demands, causes of action, or liability of any kind which may be asserted against or imposed upon the State of California or any of its officers, agents or employees by any third person or entity, arising out of or connected with the issuance of this permit, operations hereunder, or the use by you or your agents, employees or contractors, of the above described lands.

Without limiting the generality of the foregoing, such indemnification shall include any claim, demand, cause of action or liability of any kind asserted against or impounded upon the State of California or any of its officers, agents or employees arising out of or connected with any alleged or actual violation by you, your agents, employees or contractors of the property or contractual rights of any third person or entity. It is agreed that you shall at the option of the Commission procure and maintain liability insurance for the benefit of the State in an amount satisfactory to the Commission.

You agree to comply with the terms and conditions hereof, and you further agree that any violation thereof shall constitute grounds for termination of this permit and shall allow the Commission to pursue any other remedy available

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to it under the law. It is further agreed that this permit may be suspended, modified or terminated whenever the State Lands Commission deems such action to be in the best interests of the State, and that no such action by the Commission shall be deemed to be a basis for any claim or cause of action for damages against the State or any officer, employee or agency thereof.

STATE OF CALIFORNIA
STATE LANDS COMMISSION

CLAIRE T. DEDRICK
Executive Officer

Date

ACCEPTED:

BY _____

TITLE _____

DATE _____

Mailed in Duplicate

Attachments. EXHIBITS "A" AND "B"

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