

MINUTE ITEM

This Calendar Item No. C11
was approved as Minute Item
No. 11 by the State Lands
Commission by a vote of 3
to 0 at its 11/29/82
meeting.

CALENDAR ITEM

011 :

11/29/82
WP 4682
Maricle
PRC 6347

ASSIGNMENT OF A
NON-COMMERCIAL LEASE

ASSIGNOR: Anza Shareholder's Liquidating Trust
300 No. Bayshore Boulevard
San Mateo, California 94401

ASSIGNEE: Carruf Corporation No. 5 N.V.,
A Netherlands Antilles Corporation
500 Airport Boulevard, Suite 430
Burlingame, California 94010

AREA, TYPE LAND AND LOCATION:
A 2.547-acre parcel of sovereign land at
Burlingame, San Mateo County.

LAND USE: Public access and recreational use strip.

TERMS OF ORIGINAL LEASE:

Initial period: 66 years from July 1,
1972.

Public liability insurance: \$300,000/\$600,000
per occurrence for bodily
injury and \$100,000 for
property damage.

Consideration: The public benefit arising
from lessee's improvement
of the premises, for
public purposes and payment
of bonded indebtedness.

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PREREQUISITE TERMS, FEES AND EXPENSES:

Processing costs have 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:

N/A.

OTHER PERTINENT INFORMATION:

1. Lease PRC No. 4682.9 was originally issued to Anza Pacific Corporation, under the provisions of BLA No. 131, as authorized by the Commission on July 6, 1972, Minute Item No. 26. Under subsequent Calendar Item No. 47, dated March 25, 1976, the Commission heard and approved the assignment of the State lease from the Anza Pacific Corporation to Anza Shareholder's Liquidating Trust.
2. The lease parcel has been subject to bonded indebtedness; Proof of Bond Retirement will be obtained prior to execution of approval of the assignment.
3. This assignment is recommended for approval with the understanding the assignor is not relieved from any obligation under the terms of the lease, and is liable for faithful performance until such time as specifically relieved by the Commission.
4. An EIR is not required. This transaction involves an activity that is not a project within the meaning of CEQA and the State CEQA Guidelines; and is exempt from CEQA under Sections 15037 and 15060, of Title 14 of the Cal. Adm. Code.
5. This project is situated on State land identified as possessing significant environmental values pursuant to P.R.C. 6370.1, and is classified in a use

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category, Class "C", which authorizes Multiple Use.

Staff review indicates that there will be no significant effect upon the identified environmental values.

6. As additional consideration for approving the assignment of this lease, staff proposes the conditions that:
 - a. The Assignee shall maintain and be liable for the riprap existing at the north line of the subject property, subject to the issuance of enabling permits from public agencies having jurisdiction therein; and that;
 - b. The Assignee shall post a good and sufficient surety bond to assure the faithful performance of terms of the lease, and for maintenance of the riprap, in the sum of \$50,000.

EXHIBITS: A. Location Map.
 B. Parcel Map.

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 THIS ACTIVITY IS CONSISTENT WITH ITS USE CLASSIFICATION.
2. AUTHORIZE APPROVAL OF THE ASSIGNMENT OF LEASE PRC 4682.9, FROM ANZA SHAREHOLDER'S LIQUIDATING TRUST TO CARRUF CORPORATION NO. 5 N.V., A NETHERLANDS ANTILLES CORPORATION, EFFECTIVE JANUARY 2, 1983, ON THE CONDITIONS THAT THE ASSIGNEE SHALL MAINTAIN AND BE LIABLE FOR THE EXISTING RIPRAP, AS HERETOFORE DESCRIBED; PROVISIONS OF A \$50,000 SURETY BOND, AND FURTHER ON THE CONDITION THAT ASSIGNOR IS NOT RELEASED NOR RELIEVED OF ANY OBLIGATION TO THE STATE UNDER THE TERMS OF SAID LEASE, AND FURTHER THAT ASSIGNOR IS HELD LIABLE BY STATE FOR THE FAITHFUL PERFORMANCE OF SAID LEASE IN THE EVENT ASSIGNEE IS UNABLE OR UNWILLING TO FULFILL ANY AND ALL OBLIGATIONS REQUIRED IN THE LEASE; AND THAT ASSIGNOR CAN ONLY BE RELIEVED FROM THE ABOVE OBLIGATIONS BY SPECIFIC AUTHORIZATION OF THE STATE LANDS COMMISSION.

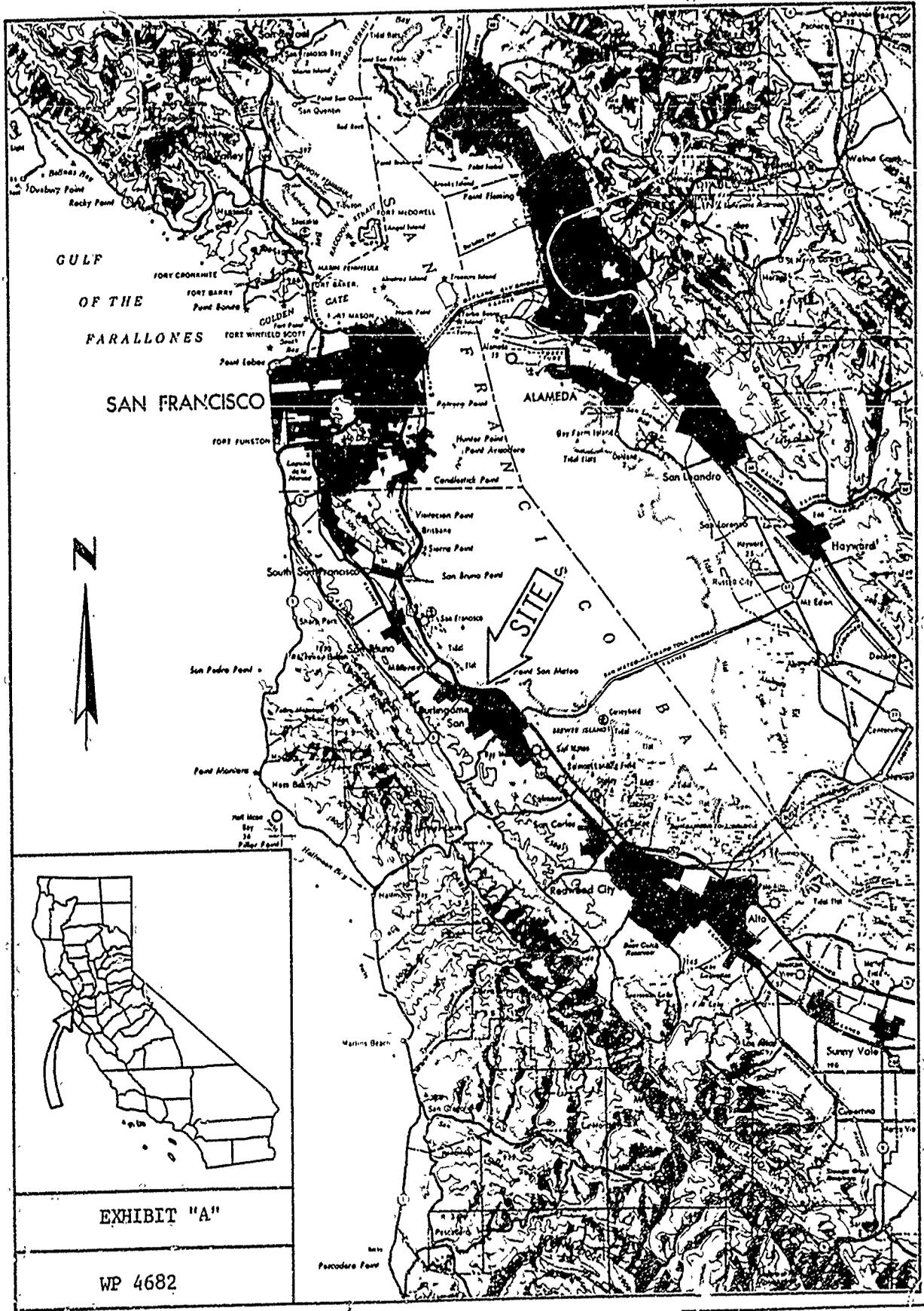


EXHIBIT "A"

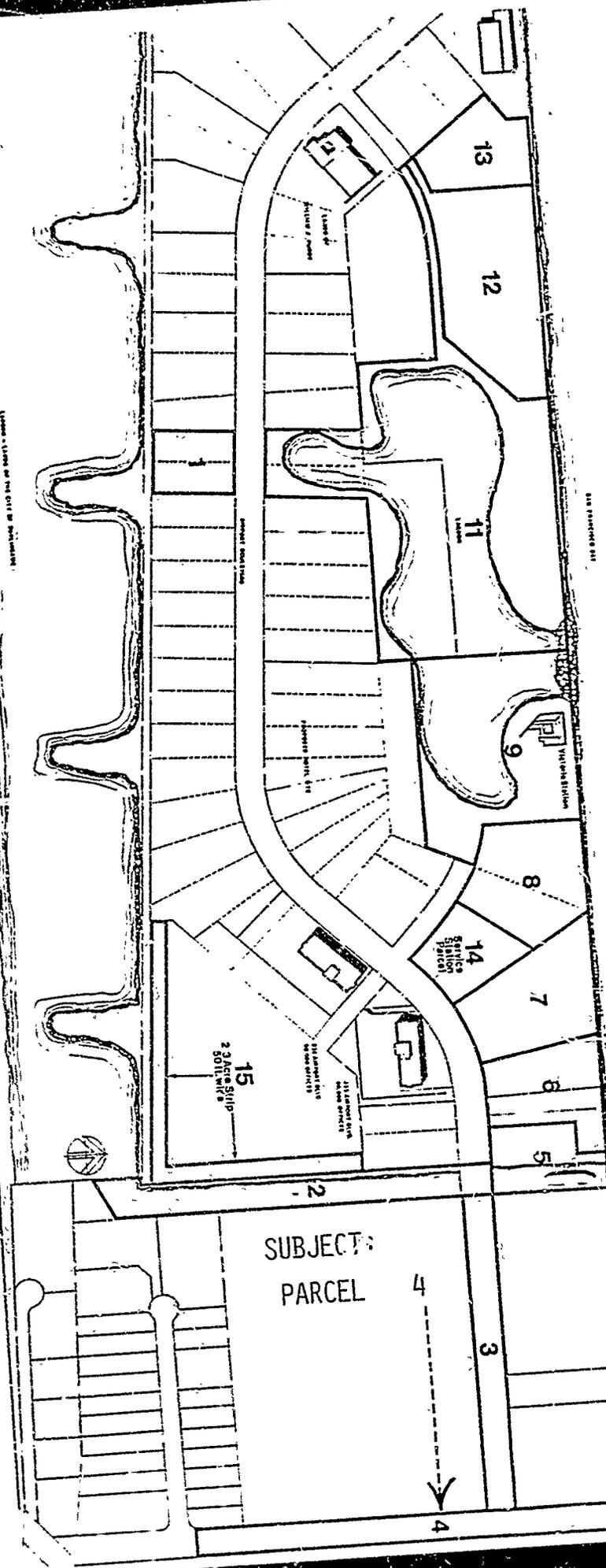
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118 FRACTIONAL INTERESTS, SHEET 1 OF 2

EXHIBIT "B"

ANZA PACIFIC CORP.



Parcel	State Parcel	Square Feet	Acres	Lease Pct	1/100th
1	85,000	12327	0.282	100.00	40000
2	170,482	2,7659	0.063	100.00	40000
3	82,392	2,5475	0.058	100.00	40000
4	110,939	1,4195	0.032	100.00	40000
5	91,020	2,1998	0.050	100.00	40000
6	112,030	2,0000	0.045	100.00	40000
7	112,039	2,0154	0.046	100.00	40000
8	292,973	0,0719	0.002	100.00	40000
9	585,068	13,421	0.307	100.00	40000
10	180,952	4,1261	0.094	100.00	40000
11	70,001	1,2517	0.029	100.00	40000
12	58,001	1,978	0.045	100.00	40000
13	60,104	1,978	0.045	100.00	40000
14	2,004,701	46,0315	1.047	100.00	40000
15					
Total					

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