

MINUTE ITEM

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to ... 6/23/83
meeting.

CALENDAR ITEM

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6/23/83
W 22957.5
Louie
J. Sekelsky
PRC 6439

GENERAL PERMIT - RECREATIONAL USE

APPLICANT: Santa Catalina Island Conservancy
P. O. Box 1547
Avalon, California 90704
Attention: Mr. Doug Propst

SUBLESSEE: Angeles Girl Scout Council
P. O. Box 57967
Foy Station
Los Angeles, California 90057
Attention: Ms. Joanne Swan

AREA, TYPE LAND AND LOCATION:
An approximate 3.880-acre parcel of tidelands
and submerged lands at White's Landing,
Santa Catalina Island, Los Angeles County.

LAND USE: Recreational facilities to be used for
activities in conjunction with upland camp
programs.

TERMS OF PROPOSED PERMIT:
Initial period: Ten years from January 1,
1982.

Public liability insurance: Combined single
limit coverage of \$3,000,000.

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Special: Lessee may sublet the lease premises to Angeles Girl Scout Council, as provided on the sublease form attached hereto as Exhibit "C", wherein the sublessee shall be bound by the provisions of the State lease.

CONSIDERATION: \$50 per annum, plus the public benefit, with the State reserving the right to fix a different rental on each fifth anniversary of the permit.

BASIS FOR CONSIDERATION:
Pursuant to 2 Cal. Adm. Code 2003.

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

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: 7/15/83 X 90.

OTHER PERTINENT INFORMATION:

1. The applicant, Santa Catalina Island Conservancy, presently owns the pier facility at White's Landing, Santa Catalina Island. The adjacent upland has been leased by the Conservancy to Angeles Girl Scout Council on a yearly basis. The Conservancy also proposes to sublease the subject State land to the Girl Scout Council.
2. This project is categorically exempt from CEQA as it is an existing facility, as defined in 2 Cal. Admin. Code Section 2905, Class 1.

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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 "Class A" which authorizes Restricted Use. The project as proposed will not have a significant effect on identified environmental values.

4. The staff recommends that consideration be based on a minimum annual rental of \$50 plus the public benefit. The Santa Catalina Island Conservancy and the Angeles Girl Scout Council are non-profit organizations. Staff has been informed of the following public benefits provided by the Angeles Girl Scout Council.
 - (a) Camp facilities are available to other groups statewide when not in use by the Angeles Girl Scouts. Examples of other organizations which have made use of the camp facilities include public schools, churches, other Girl Scout Councils, Acosta Divers, and other non-profit groups.
 - (b) Each year approximately 10-12 percent of the campers are subsidized by the Angeles Girl Scout Council and Los Angeles Times Campership Fund. Other Girl Scout Councils which use the camp also have their own campership fund programs.
 - (c) The camp would provide emergency assistance to boaters at White's Landing if needed.
 - (d) The Girl Scouts use the camp facility on weekends year round and daily during June through September. The swimlines, boat lines and small floats are out of the water

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October through May. During the off season when equipment is out of the water the lease area is considered non-exclusive by the Girl Scouts. During camp sessions the area is non-exclusive so long as the health and safety of the campers are not threatened and the camp programs are not interfered with.

(e) Members of the public have landed at the White's Landing pier. The Girl Scouts don't object provided health and safety are not threatened and there is no interference with their program.

5. The lease requires that all camp improvements be marked in such a manner so as to distinguish them from adjacent revenue producing moorings under PRC 3639.1.

EXHIBITS: A. Land Description.
 B. Location Map.
 C. Sublease 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. 21084, 14 CAL. ADM. CODE 15100 ET SEQ., AND 2 CAL. ADM. CODE 2905; AND FIND THAT THE PROJECT IS CONSISTENT WITH ITS USE CLASSIFICATION.
2. AUTHORIZE ISSUANCE TO SANTA CATALINA ISLAND CONSERVANCY OF A TEN-YEAR GENERAL PERMIT - RECREATIONAL USE FROM JANUARY 1, 1982; IN CONSIDERATION OF ANNUAL RENT IN THE AMOUNT OF \$50, PLUS THE PUBLIC BENEFIT, WITH THE STATE RESERVING THE RIGHT TO FIX A DIFFERENT RENTAL ON EACH FIFTH ANNIVERSARY OF THE PERMIT; PROVISION OF PUBLIC LIABILITY INSURANCE FOR COMBINED SINGLE LIMIT COVERAGE OF \$3,000,000; FOR RECREATIONAL FACILITIES TO BE USED FOR ACTIVITIES IN CONJUNCTION WITH UPLAND CAMP PROGRAMS ON THE LAND DESCRIBED ON EXHIBIT "A" ATTACHED AND BY REFERENCE MADE A PART HEREOF.

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3. APPROVE A SUBLEASE OF THE LEASE PREMISES FROM THE SANTA CATALINA ISLAND CONSERVANCY TO THE ANGELES COUNCIL GIRL SCOUTS AS PROVIDED ON THE SUBLEASE FORM ATTACHED HERETO AS EXHIBIT "C".

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EXHIBIT "A"

LAND DESCRIPTION

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A parcel of tide and submerged land in the Pacific Ocean at White Cove on the northeasterly shore of Santa Catalina Island, Los Angeles County, California described as follows:

BEGINNING at a point having California Coordinate System, Zone 7 coordinates of X = 4,175,825 and Y = 3,890,900 located on the landward centerline of an existing pier; thence the following nine courses:

1. N 13° W 370.00 feet;
2. N 77° E 400.00 feet;
3. S 13° E 221.57 feet;
4. N 60° E 134.08 feet parallel with said pier;
5. S 30° E 50.00 feet;
6. S 60° W 149.36 feet;
7. S 13° E 376.15 feet;
8. S 77° W 400.00 feet;
9. N 13° W 280.00 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying landward of the ordinary high water mark.

This description is based on the California Coordinate System, Zone 7.

END OF DESCRIPTION

REVISED APRIL 28, 1983 BY BOUNDARY AND TITLE UNIT, LEROY WEED, SUPERVISOR.

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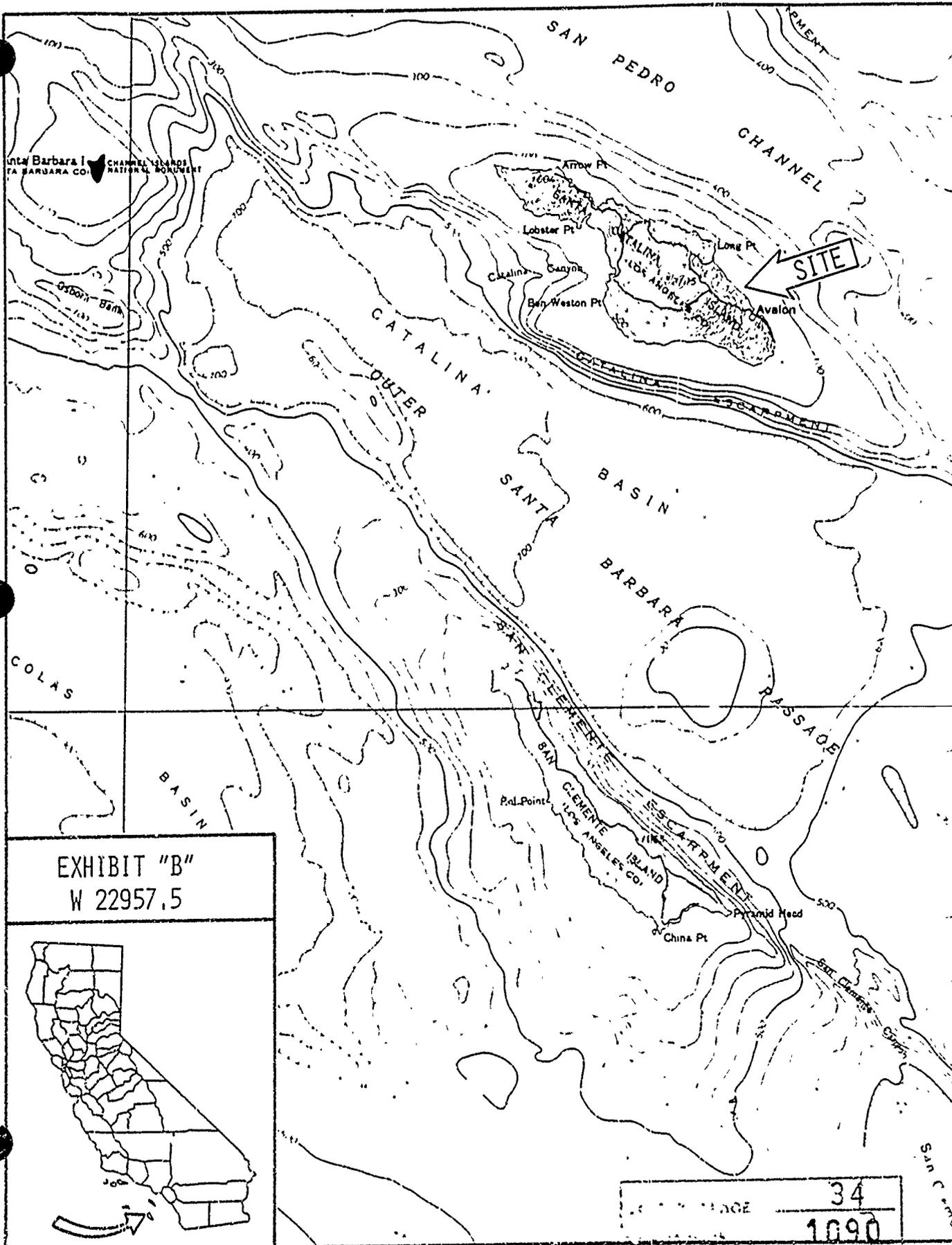


EXHIBIT "B"
W 22957.5



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Agreement of Sub-Lease
Between
Santa Catalina Island Conservancy
and
Angeles Girl Scout Council
for
A Parcel of Tide and Submerged Land
at White's Landing as Described Herein

This Agreement of Sub-Lease made and entered into this _____ day of _____, 1983, between the Santa Catalina Island Conservancy (hereinafter called "Sub-lessor") and the Angeles Council Girl Scout Council (hereinafter called "Sub-lessee").

1. Premises.

1.1. Description. For and in consideration of the payment of fees and other charges and of the performances of all of the covenants and conditions of this sub-lease by Sub-lessee, Sub-lessor hereby sub-leases to Sub-lessee and Sub-lessee hereby sub-leases from Sub-lessor the following-described premises (hereinafter referred to as the "Premises") for the term and upon all of the conditions and agreements set forth herein:

That parcel of tide and submerged lands situated in the Pacific Ocean adjacent to White's Landing, Santa Catalina Island, County of Los Angeles, State of California as described in State of California Lease No. _____ (hereinafter described as the "State's Master Lease") and attached hereto as Exhibit "A".

2. Term. The term of this sub-lease shall be for two years commencing January 1, 1982 and ending December 31, 1983.

3. Rental. The fee for the use of the premises shall be Fifty Dollars (\$50.00) per year payable upon execution of this agreement plus the public benefit.

4. Conditions. Sub-lessee shall be bound by all terms and conditions of the State's Master Lease attached hereto as Exhibit "A" with the exception of the term.

5. Additional Conditions.

5.1 Liability Insurance. Sub-lessee shall at its cost and expense, at all times during the term of this sub-lease, procure and maintain in effect Workers' Compensation insurance and broad form Bodily Injury Liability and Property Damage Liability insurance, including watercraft liability, adequate to protect Sub-lessor and the State of California and naming Sub-lessor and the State of California as additional insureds in the liability contract in an amount not less than \$3,000,000 Combined Single Limit indemnifying Sub-lessor and the State of California against liability for damage or injury to the property or person (including death) of any person entering upon or using the Premises or any part thereof, or arising from the use and occupancy thereof or from the use of other property of Sub-lessor and shall contain a provision that Sub-lessor and the State of California, although named as additional insureds, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to Sub-lessor and the State of California, their agents and employees or the property of said persons by

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reason of the negligence of Sub-lessee. In no event shall the limits of said policies be considered as limiting the liability of Sub-lessee under the Sub-lease.

6. Payments and Notices. All rents and other sums payable by Sub-lessee to Sub-lessor hereunder shall be paid to Sub-lessor at its business office in Avalon, California, or at such other place as Sub-lessor may hereafter designate in writing. Any notice to be given by either of the parties hereto to the other hereunder may be delivered in person to an officer of Sub-lessor or Sub-lessee, or may be deposited in the United States Mail, duly registered or certified, with postage prepaid, and addressed to the party for whom intended as follows:

SUB-LESSOR: Santa Catalina Island Conservancy
Post Office Box 2739
Avalon, California 90704

SUB-LESSER: Angeles Girl Scout Council
Post Office Box 57967
Foy Station
Los Angeles, California 90057

or at such other address as either of the parties hereto may hereafter designate in writing. Service of any such written notice shall be deemed complete at the time of such personal delivery or within five (5) days after the mailing thereof as hereinabove provided. If more than one Sub-lessee is named under this Sub-lease, service of any notice upon any one of said Sub-lessees as herein provided shall be deemed as service upon all of said Sub-lessees.

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7. No Partnership. The relationship of the parties hereunder is that of sub-lessor and sub-lessee and nothing contained herein shall be deemed to make the parties hereto either partners or joint venturers.

IN WITNESS WHEREOF, the parties hereto have caused this sub-lease to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ANGELES GIRL SCOUT COUNCIL

SANTA CATALINA ISLAND CONSERVANCY

By _____

By _____

By _____

By _____

SUB-LESSEE

SUB-LESSOR

Added 6/23/83

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