

MINUTE ITEM

This item is on page No. 226
of the 26 minute item
concerning State Lands
to be by a vote of 2
at its 8/21/84
meeting.

CALENDAR ITEM

A 58
S 27

C 26

8/21/84
PRC 6439
Louie

APPROVAL OF SUBLEASE PRC 6439.1

APPLICANT: Santa Catalina Island Conservancy
P. O. Box 2739
Avalon, California 90704

AREA, TYPE LAND AND LOCATION: A 3.88-acre parcel of tide and submerged land
at White's Landing, Santa Catalina Island.

LAND USE: Recreational facilities in connection with
upland camp programs.

TERMS OF EXISTING LEASE:

Initial period: Ten years from January 1,
1982.

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

Consideration: \$50 per annum; five-year rent
review.

Special: Lessee may sublet the lease
premises to the Angeles Girl
Scout Council as provided on
a sublease form approved by
the Commission.

BASIS FOR CONSIDERATION:

Pursuant to 2 Cal. Adm. Code 2003.

APPLICANT STATUS:

Applicant is owner of upland.

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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. The State Lands Commission at its meeting June 23, 1983, approved Lease PRC 6439.1 to the Santa Catalina Island Conservancy and a proposed sublease form from the Conservancy to the Angeles Girl Scout Council. The staff has been contacted by the Conservancy asking that a revised sublease form be presented to the Commission for approval. The revised sublease form is attached hereto as Exhibit "A" and by reference made a part hereof.

The revised form addresses, among other provisions, sublessee's indemnification of Sublessor, Sublessee's responsibility for maintenance of the lease premises and improvements, requires prior written consent from the State and Sublessor in the event of conflict and termination of the sublease if breached by Sublessee. In the event of conflict between the sublease and the State's lease, the State's lease shall control.

2. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (14 Cal. Adm. Code 15061), the staff has determined that this activity is exempt from the requirements of the CEQA because the activity is not a "project" as defined by CEQA and the State CEQA Guidelines.

Authority: P.R.C. 21065 and 14 Cal. Adm. Code 15378.

3. This activity involves lands identified as possessing significant environmental values pursuant to P.R.C. 6370, et seq. but will not affect those significant lands.

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EXHIBITS: A. Sublease Form.
 B. Location Map.

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT THE ACTIVITY IS EXEMPT FROM THE REQUIREMENTS OF THE CEQA PURSUANT TO 14 CAL. ADM. CODE 15061 BECAUSE THE ACTIVITY IS NOT A PROJECT AS DEFINED BY P.R.C. 21065 AND 14 CAL. ADM. CODE 15378.
2. FIND THAT THIS ACTIVITY WILL INVOLVE LANDS IDENTIFIED AS POSSESSING SIGNIFICANT ENVIRONMENTAL VALUES PURSUANT TO P.R.C. 6370, ET SEQ., BUT THAT SUCH ACTIVITY WILL HAVE NO DIRECT OR INDIRECT EFFECT ON SUCH LANDS.
3. APPROVE THE FORM OF SUBLEASE OF STATE LAND UNDER LEASE PRC 6439.1 FROM SANTA CATALINA ISLAND CONSERVANCY TO ANGELES GIRL SCOUT COUNCIL, SUBSTANTIALLY AS SHOWN ON EXHIBIT "A" ATTACHED AND BY REFERENCE MADE A PART HEREOF.

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AGREEMENT OF SUBLEASE
BETWEEN
SANTA CATALINA ISLAND CONSERVANCY
AND
ANGELES GIRL SCOUT COUNCIL
FOR
A PARCEL OF TIDE AND SUBMERGED LAND
AT WHITE'S LANDING

This Agreement of Sublease is made and entered into this 11 day of August, 1983, between the Santa Catalina Island Conservancy (hereinafter called "Sublessor"), and the Angeles Girl Scout Council (hereinafter called "Sublessee").

1. Promises.

1.1 Description. For and in consideration of the payment of fees and other charges and of the performance of all of the covenants and conditions of this sublease by Sublessee, Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor 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. PRC-6439.1 between the State of California, as Lessor and the Santa Catalina Island Conservancy as Lessee, (hereinafter referred to as the "State's Master Lease") and attached hereto as Exhibit A and by this reference incorporated herein.

1.2 Condition. Sublessee accepts the Premises "as is" in their present condition and Sublessor makes no representation as to the condition of the Premises or fitness for any purpose. Sublessor shall not be liable for any defect, latent or otherwise, or change of conditions resulting from any cause whatsoever.

2. Term. The term of this Sublease shall be for two years commencing on January 1, 1982 and ending December 31, 1983, unless sooner terminated pursuant hereto or by reason of the termination of the State's Master Lease in accordance with the terms thereof.

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

4. Conditions. Sublessee 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. Sublessee shall take any and all action required to be taken under the State's Master Lease and comply with all of the terms of the State's Master Lease as if it were named the Lessee therein and shall indemnify and hold Sublessor harmless from and against any and all loss, cost, damage, claim, liability or expense (including attorney's fees) arising out of or resulting from Sublessee's failure to comply with any or all of the terms of the State's Master Lease.

5. Additional Conditions.

5.1 Liability Insurance. Sublessee shall at its own cost and expense, at all times during the term of this Sublease, 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 Sublessor and the State of California and naming Sublessor and the State of California as additional insureds in the liability contract in an amount not less than Three Million Dollars (\$3,000,000) Combined Single Limit indemnifying Sublessor 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 Sublessor. Such insurance shall be primary and noncontributing with any and all other insurance maintained by Sublessor and shall contain a provision that Sublessor 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 Sublessor and/or the State of California, their agents and employees or the property of said persons by reason of negligence of Sublessee. In no event shall the limits of said policies be considered as limiting the liability of Sublessee under the Sublease.

5.2 Payments and Notices. All rents and other sums payable by Sublessee to Sublessor hereunder shall be paid to

Sublessor at its business office in Avalon, California, or at such other place as Sublessor 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 Sublessor or Sublessee, 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:

SUBLESSOR: Santa Catalina Island Conservancy
Post Office Box 2739
Avalon, California 90704

SUBLESSEE: 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 Sublessee is named under this Sublease, service of any notice upon any one of said Sublessees as herein provided shall be deemed as service upon all of said Sublessees.

5.3 Improvements. The pier presently located on the Premises shall be maintained at the cost and expense of Sublessee and in the event of total or partial destruction thereof, replaced or repaired at the cost and expense of Sublessee. The

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pier and any and all additions and repairs thereto or replacements thereof shall be and remain property of Sublessor except as provided in section 4, paragraph 13 of the State Master Lease.

5.4 Indemnification. Sublessee hereby indemnifies and agrees to hold Sublessor entirely free and harmless from any and all claims, loss, cost, damage, liability or expense, including reasonable attorney's fees, on account of any loss, damage, injury or death to persons or property on the Premises or the improvements thereon.

5.5 Assignments. Sublessee shall not either voluntarily or by operation of law sell, assign, encumber, pledge, sublease or otherwise transfer all or any portion of the Premises without prior written consent of Sublessor and the State of California.

5.6 Defaults. In the event Sublessee shall breach any of the terms hereof or of the State's Master Lease and such breach shall continue for a period of thirty (30) days after written notice from Sublessor to Sublessee specifying such breach or in the event of bankruptcy or insolvency of Sublessee, appointment of a receiver to take possession of Sublessee's assets or a general assignment by Sublessee for the benefit of creditors Sublessor may terminate this Sublease and Sublessee shall surrender the Premises forthwith.

5.7 Time and Entire Agreement. Time is of the essence with respect to the performance of any provision of this Sublease in which time is a factor. This Sublease contains the entire agreement of the parties relative to the subject matter hereof and supersedes any prior negotiations or representations or

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understandings. No waiver or amendment of any provision of this Sublease shall be effective except in writing.

5.8. No Partnership. The relationship of the parties hereunder is that of sublessor and sublessee and nothing contained herein shall be deemed to make the parties into partners or joint venturers.

6. Notwithstanding any of the foregoing, the parties agree that in the event of conflict between the terms of this sublease and the State's Master Lease, the terms of the State's Master Lease shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease 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 Phyllis K. Mansfield

By Ch. Douglas Profit

By James W. Bennett

By Rose Ellen Sarden

"SUBLESSEE"

"SUBLESSOR"

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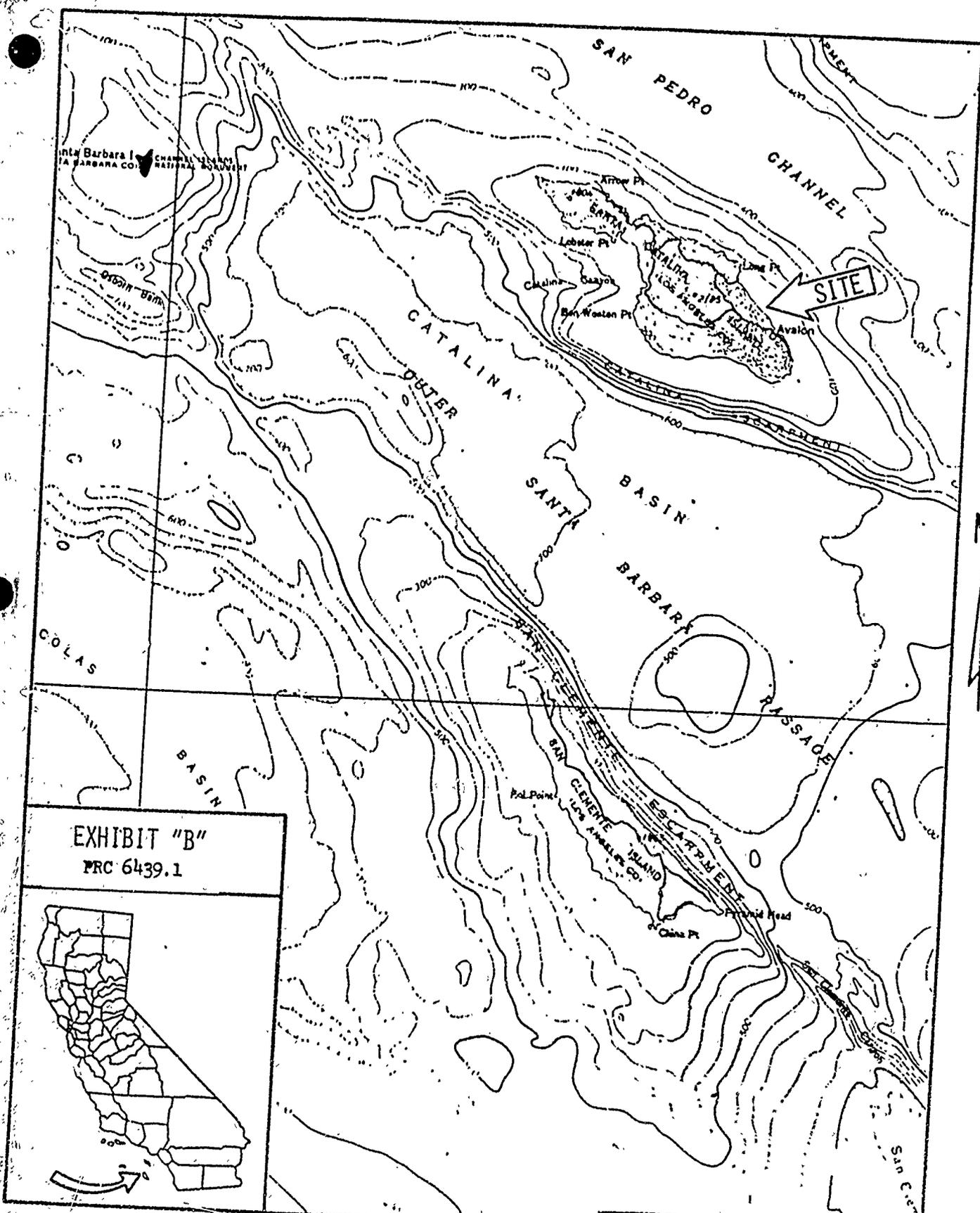


EXHIBIT "B"
 PRC 6439.1



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