

MINUTE ITEM
This Calendar Item No. 08
was approved as Minute Item
No. 0 by the State Lands
Commission by a vote of 2
to 0 at its 11/20/86
meeting.

CALENDAR ITEM

C 0 8

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S 8

11/20/86
PRC 4682
Maricle

ASSIGNMENT OF A NON-COMMERCIAL LEASE

ASSIGNOR: Carruf Corporation No. 5 N. U.,
a Netherlands Antilles
Corporation
500 Airport Boulevard, Suite 430
Burlingame, California 94010

ASSIGNEE: Carruf California Corporation
500 Airport Boulevard, Suite 430
Burlingame, California 94010

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

LAND USE: Public access and recreational use strip.

TERMS OF ORIGINAL LEASE:

Initial period: 66 years beginning 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

PREREQUISITE CONDITIONS, FEES AND EXPENSES:

Processing costs have been received.

CALENDAR ITEM NO. C08 (CONT'D)

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. 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.
2. 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.
3. Lease No. PRC 4682 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.
4. The present Lessee holds the Lease pursuant to an assignment which was authorized by the Commission on November 29, 1982, Minute Item 11.
5. This current assignment proposal 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.

CALENDAR ITEM NO. C08 (CONT'D)

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.

APPROVALS OBTAINED:
None.

FURTHER APPROVALS REQUIRED:
None.

EXHIBITS: A. Location Map.
 B. Parcel 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 IS CONSISTENT WITH THE USE CLASSIFICATION DESIGNATED FOR THE LAND PURSUANT TO P.R.C. 6370, ET SEQ.
3. AUTHORIZE APPROVAL OF THE ASSIGNMENT OF LEASE PRC 4682 FROM CARRUF CORPORATION NO. 5 N. V., A NETHERLANDS ANTILLES CORPORATION, TO CARRUF CALIFORNIA CORPORATION, EFFECTIVE APRIL 30, 1984, 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 CONDITIONS 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.

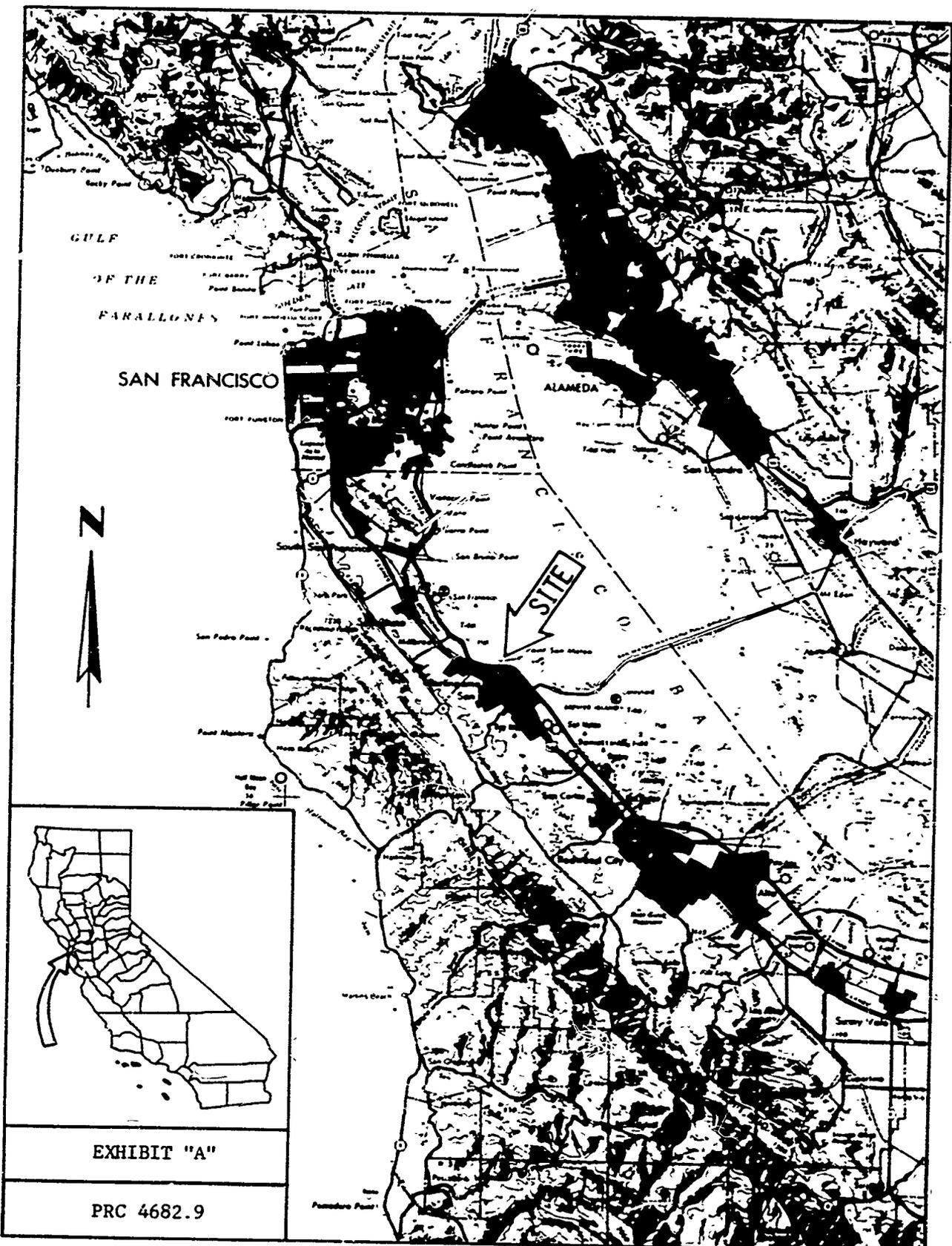


EXHIBIT "A"

PRC 4682.9

