

CALENDAR ITEM

C14

MINUTE ITEM
This Calendar Item No. C14
was approved as Minute Item
No. 14 by the State Land
Commission by a vote of 3
to 0 at its 5/26/94
meeting

A 2
S 4

05/26/94
W 21216
Simmons
Jones
PRC 7766

GENERAL LEASE - COMMERCIAL USE

APPLICANT:

Gary Kaveney
4201 Midas Avenue
Rocklin, California 95677

AREA, TYPE LAND AND LOCATION:

A 1.329 acre parcel of tide and submerged lands in the Sacramento River, Sutter County.

PROPOSED LAND USE:

Construction and operation of a 48-boat capacity marina, including 22 covered berths, 450 lineal feet of side-tie dockage accommodating approximately 20 boats, and day-use docks for up to six boats; a pump out; and continued use of a debris deflector, a two-lane concrete boat launching ramp, and existing but unauthorized gabion wall located at the upstream side of the launch ramp.

CURRENT LEASE TERMS:

Authorized Improvements:
Boat launching ramp and debris deflector.

Initial period:
20 years beginning January 1, 1979.

Surety bond:
\$1,000.

Public liability insurance:
Combined single limit coverage of \$200,000.

Consideration:
\$225 per annum; five-year rent review.

PROPOSED LEASE TERMS:

Lease period:
25 years beginning May 26, 1994.

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Surety bond:
\$20,000.

Public liability insurance:
Combined single limit coverage of \$1,000,000.

CONSIDERATION:

Rent is the greater of a minimum annual rental of \$3,770 or five (5) percent of gross income per annum for the berthing, docking, mooring or launching of boats, plus ten (10) percent of all other income as defined in the lease, with the State reserving the right to fix a different rental on each fifth anniversary of the lease.

APPLICANT STATUS:

Applicant is the General Partner of Auburn Investors, record owner of the adjoining upland.

PREREQUISITE CONDITIONS, FEES AND EXPENSES:

The Applicant was not required to reimburse staff for its costs in processing the lease, but did pay \$23,850 toward completion of an environmental impact report (EIR).

STATUTORY AND OTHER REFERENCES:

- A. P.R.C.: Div. 6, Parts 1 and 2; Div. 13.
- B. Cal. Code Regs.: Title 3, Div. 3; Title 14, Div. 6.

AB 884:

06/05/94

OTHER PERTINENT INFORMATION:

1. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (14 Cal. Code Regs. 15025), the staff has prepared an EIR, identified as EIR No. 569, State Clearinghouse No. 91073087. The EIR was certified at the April 6, 1994 meeting of the State Lands Commission.
2. Findings made in conformance with Section 15091 of the State CEQA Guidelines are contained in Exhibit "F", attached hereto.
3. A Mitigation Monitoring Plan has been prepared in conformance with the provisions of the CEQA (Section 21081.6, P.R.C.) and is attached as Exhibit "G".

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4. At the Commission's April 6, 1994 meeting, the Commission considered the proposed project. The major issues raised at that meeting included the project's impacts on fishing activities in the area, the Revegetation Plan, the placement of the marina facilities in the river, and the use of broken concrete as a form of bank protection.

With respect to the fishing issue, the Commission directed staff to explore with the State Department of Fish and Game and the applicant the feasibility of providing fishing access at the site to ameliorate the impacts of potential loss of fishing access as a result of this project. During staff's meeting with the Department, the Department suggested several alternative fishing access proposals. These proposals were presented to the applicant; however, he indicated that all of the proposed alternatives would be financially infeasible. One of the suggestions offered included the creation of a fishing access pier, either attached to the downstream end of the berths or located on a separate structure also located downstream of the marina. The applicant indicated this proposal, as well as the others, would be cost prohibitive. He has provided a breakdown of the estimated costs for the construction of such fishing access piers, a copy of which is attached hereto as Exhibit "E".

Agreement has been reached on the other issues raised, namely, the Revegetation Plan, the use of broken concrete as a form of bank protection, and the placement of the marina. The proposed Lease (Exhibit "D") contains the provisions agreed to by the staff and the applicant.

APPROVALS OBTAINED:

U.S. Army Corps of Engineers permit.

FURTHER APPROVALS REQUIRED:

State Lands Commission; Amendment of State Reclamation Board permit; County of Sutter; State Department of Fish and Game.

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EXHIBITS:

- A. Location Map
- B. Plat of Existing Facility
- C. Plat of Proposed Project
- D. Lease Form, Including Revegetation Plan
- E. Breakdown of Costs - Fishing Access Pier
- F. CEQA Findings
- G. Mitigation Monitoring Plan

IT IS RECOMMENDED THAT THE COMMISSION:

1. CONFIRM THAT AN EIR NO. 569, STATE CLEARINGHOUSE NO. 91073087 WAS PREPARED AND CERTIFIED BY THE COMMISSION ON APRIL 6, 1994, FOR THIS PROJECT PURSUANT TO THE PROVISIONS OF THE CEQA AND THAT THE COMMISSION HAS REVIEWED AND CONSIDERED THE INFORMATION CONTAINED THEREIN.
2. ADOPT THE FINDINGS, MADE IN CONFORMANCE WITH SECTION 15091 OF THE STATE CEQA GUIDELINES, AS CONTAINED IN EXHIBIT "F", ATTACHED HERETO.
3. ADOPT THE MITIGATION MONITORING PLAN, AS CONTAINED IN EXHIBIT "G", ATTACHED HERETO.
4. DETERMINE THAT THE PROJECT, AS APPROVED, WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT.
5. FIND THAT THE ACTIVITY, AS MODIFIED BY THE MITIGATION MEASURES ADOPTED BY THE COMMISSION, IS CONSISTENT WITH THE USE CLASSIFICATION DESIGNATED FOR THE LAND PURSUANT TO P.R.C. 6370, ET SEQ.
6. AUTHORIZE ISSUANCE TO GARY KAVENEY OF A 25-YEAR GENERAL LEASE - COMMERCIAL USE BEGINNING MAY 26, 1994, AS CONDITIONED AND IN THE FORM ATTACHED HERETO AS EXHIBIT "D"; IN CONSIDERATION OF RENT WHICH IS THE GREATER OF A MINIMUM ANNUAL RENT IN THE AMOUNT OF \$3,770 OR FIVE (5) PERCENT OF GROSS INCOME PER ANNUM FOR BERTHING, DOCKING, MOORING, OR LAUNCHING OF BOATS PLUS TEN (10) PERCENT OF ALL OTHER INCOME, WITH THE STATE RESERVING THE RIGHT TO FIX A DIFFERENT RENTAL ON EACH FIFTH ANNIVERSARY OF THE LEASE; PROVISION OF A \$20,000 SURETY BOND; PROVISION OF PUBLIC LIABILITY INSURANCE FOR COMBINED SINGLE LIMIT COVERAGE OF \$1,000,000; FOR THE FACILITY REPRESENTED IN EXHIBIT "C" HERETO ATTACHED, AND SPECIFICALLY DESCRIBED AS AN EXISTING

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BOAT LAUNCHING RAMP; AN EXISTING GABION WALL LOCATED ON THE UPSTREAM SIDE OF THE LAUNCH RAMP; CONSTRUCTION OF 22 COVERED BERTHS, INCLUDING ONE 60-FT. SLIP, FIVE 40-FT. SLIPS, AND SIXTEEN 35-FT. SLIPS; CONSTRUCTION OF 450 LINEAR FEET OF SIDE-TIE DOCKAGE; CONSTRUCTION OF DAY-USE DOCKS TO ACCOMMODATE UP TO SIX (6) BOATS AVERAGING 20 FEET IN LENGTH; CONSTRUCTION OF TWO (2) UNCOVERED PEDESTRIAN ACCESS RAMPS, ONE RAMP MEASURING 50-60 FEET IN LENGTH CONNECTING THE CAMPGROUND TO THE MAIN DOCK; AND THE CONSTRUCTION OF A SECOND RAMP MEASURING 35 FEET IN LENGTH CONNECTING TO THE DAY-USE DOCKS AND 60-FT. COVERED BERTH AND EXTENDING OVER THE GABION WALL ON THE UPSTREAM SIDE OF THE LAUNCH RAMP; CONSTRUCTION OF AN 88-FT. LONG FLOATING DEBRIS DEFLECTOR AT THE UPSTREAM END OF THE 60-FT. COVERED BERTH; AND PLACEMENT OF A 500-GALLON PUMP-OUT FACILITY MOUNTED ON A FLOATING BARGE; ON THE LAND DESCRIBED ON EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

7. TERMINATE LEASE PRC 5634.1, EFFECTIVE MAY 26, 1994.

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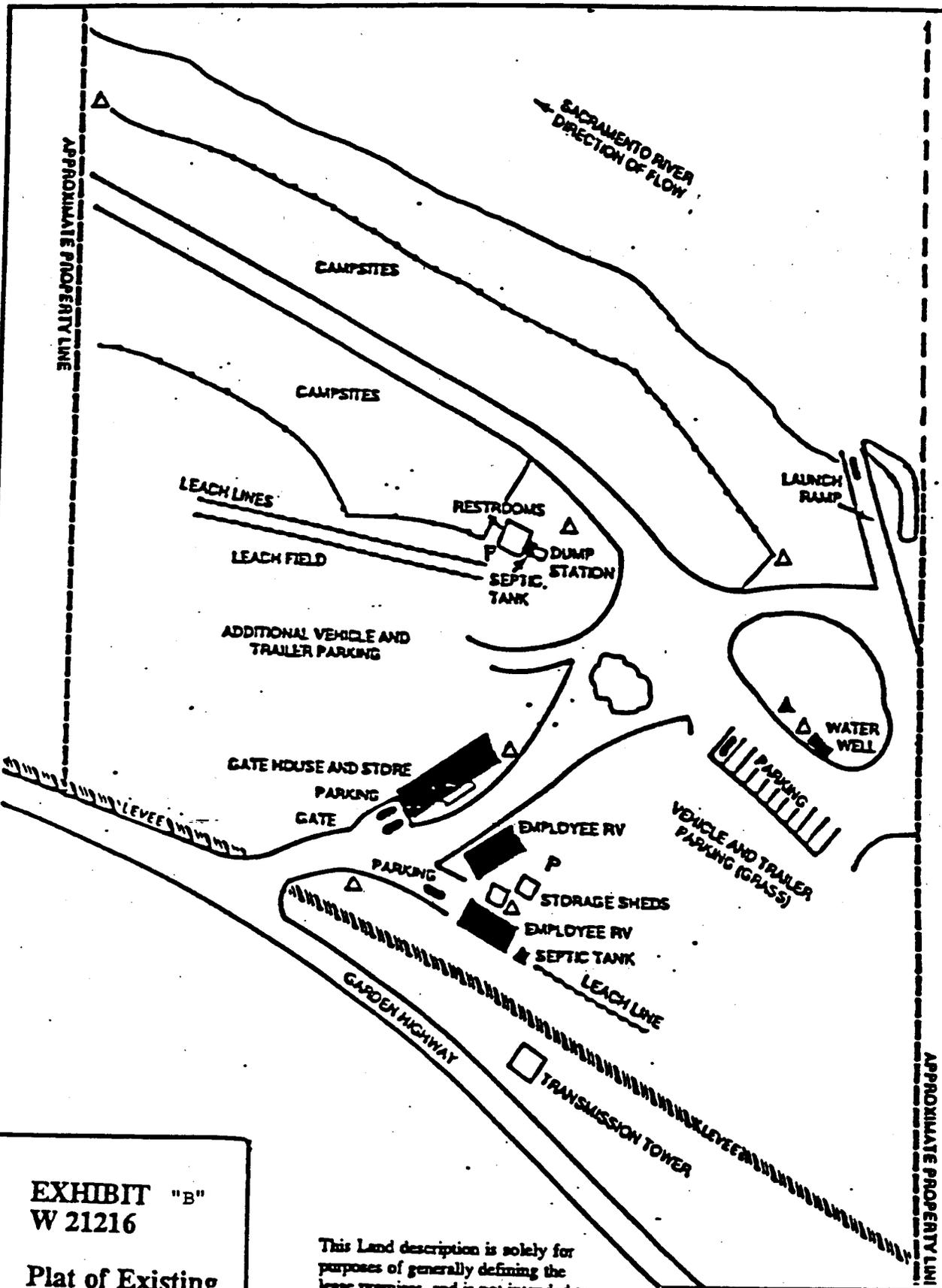


EXHIBIT "B"
W 21216

**Plat of Existing
 Facilities**

Gary Kaveney

This Land description is solely for purposes of generally defining the lease premises, and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

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This Land description is solely for purposes of generally defining the lease premises, and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

SACRAMENTO RIVER
DIRECTION OF FLOW

APPROXIMATE PROPERTY LINE

APPROXIMATE PROPERTY LINE

INITIAL HERE

92.7
1883

PROPOSED FLOATING DOCK SYSTEM

PUMP-OUT FACILITY

FLOATING DEBRIS DEFLECTOR

88' x 20"

DAY-USE DOCKS

A B

35' x 4'

NEW ACCESS RAMP
GABION WALL

LAUNCH RAMP

NEW ACCESS RAMP

60' x 4'

CAMPSITES

CAMPSITES

LEACH LINES

LEACH FIELD

ADDITIONAL VEHICLE AND TRAILER PARKING

RESTROOMS

DUMP STATION
SEPTIC TANK

WATER WELL

GATE HOUSE AND STORE
PARKING
GATE

PARKING
VEHICLE AND TRAILER PARKING (GRASS)

EMPLOYEE RV

STORAGE SHEDS

EMPLOYEE RV

SEPTIC TANK

LEACH LINE

GARDEN HIGHWAY

TRANSMISSION TOWER

Approximate Interior Berth Dimensions

- 60' x 18'  60 COVERED SLIPS
- 40' x 17'  40 COVERED SLIPS
- 35' x 15'  35 COVERED SLIPS
- 48' x 4' A  BOATS AT DAY-USE DOCKS
- 27' x 3' B

All Walkways are 5' or less
450 lineal feet  SIDE-TIE DOCKS

- RV HOOK UP
- ▲ POWER POLE
- △ LIGHT POLE
- P PROPANE TANK
- ▬ VEHICLE

EXHIBIT "C"
PLAT OF PROPOSED FACILITY

Gary Kaveney

Refer to Drawings entitled
DOCKS BY WATER-FREE, INC.
Dated 8/5/00 CALENDAR PAGE
of the SL

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RECORDED AT THE REQUEST OF

State of California
State Lands Commission
Document entitled to free
recording pursuant to
Government Code Section 27383.

WHEN RECORDED MAIL TO

State Lands Commission
1807 - 13th Street
Sacramento, California 95814
Attention: Title Unit

LEASE NO. _____

This Lease consists of this summary and the following attached and incorporated parts:

- Section 1 Basic Provisions
- Section 2 Special Provisions Amending or Supplementing
 Section 1 or 4
- Section 3 Site Map/Plat of Facility
- Section 4 General Provisions
- Exhibit A Conceptual Revegetation Plan
- Exhibit B Percentage of Gross Form

SECTION 1

BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the STATE LANDS COMMISSION (1807 13th Street, Sacramento, California 95814), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise and let to:

GARY KAVENEY

hereinafter referred to as Lessee:

WHOSE MAILING ADDRESS IS:

4201 Midas Avenue
Rocklin, California 95677

those certain lands described in Section 3 subject to the reservations, terms, covenants and conditions of this Lease.

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LEASE TYPE: GENERAL LEASE - COMMERCIAL USE

LAND TYPE: Tide and Submerged

LOCATION: Sacramento River, at Verona, Sacramento County

LAND USE OR PURPOSE: Construction and operation of a 48-boat capacity marina, including 22 covered berths, 450 lineal feet of side-tie dockage, and day-use docks for up to six (6) boats, a debris deflector, a pump out facility, and the continued use of an existing gabion wall located at the upstream side of the launch ramp and a concrete boat launch.

TERM: Twenty-five (25) years; beginning May 26, 1994 and ending March 30, 2019, unless sooner terminated as provided under this Lease.

CONSIDERATION: As set out in Section 2 of this Agreement and subject to modification by Lessor as specified in Paragraph 2(b) of Section 4.

AUTHORIZED IMPROVEMENTS:

X **EXISTING:** Boat launching ramp and the gabion wall located at the upstream side of the launch ramp.

X **TO BE CONSTRUCTED:**

Construction to be completed by December 31, 1995.

1. Construction of 22 covered berths, including one 60-foot slip, five 40-foot slips, and sixteen 35-foot slips; construction of 450 linear feet of side-tie dockage.
2. Construction of uncovered day-use docks to accommodate up to six (6) boats averaging 20 feet in length.
3. Construction of two uncovered pedestrian access ramps, one ramp measuring 50-60 feet in length connecting the campground to the main dock; and the second ramp measuring approximately 35 feet in length connecting to the day-use docks and 60-foot covered berth and extending over the gabion wall on the upstream side of the launch ramp.
4. Construction of an 88-foot long floating debris deflector at the upstream end of the 60-foot covered berth.
5. Placement of a 500-gallon pump-out facility mounted on a floating barge at the upstream end of the main dock.

Except as authorized herein, and as depicted on attached Section 3, no other additions, alterations or removal of improvements shall be undertaken without the prior written consent of the Lessor.

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LIABILITY INSURANCE: \$1,000,000 Combined single limit coverage, as further described in Section 4, Paragraph 8.

SURETY BOND OR OTHER SECURITY: \$20,000 as further described in Section 4, Paragraph 9.

**SECTION 2
SPECIAL PROVISIONS**

BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED,
REVISED OR SUPPLEMENTED AS FOLLOWS:

1. CONSIDERATION

- A. Lessee shall pay a minimum annual rental of \$3,770 in advance on the beginning date of this Lease and on the Lease anniversary date every year thereafter.
- B. In addition to the Minimum Annual Rent provided for in 1(A) above, Lessee shall pay Lessor percentage rent with respect to each Lease year equal to the amount by which five percent (5%) of Gross Income as defined in Section 2, Paragraph B (4) and ten percent (10%) of all other income as defined in Section 2, Paragraph B (1),(2),(3), (5) and (6), for such lease year exceeds the Minimum Annual Rent for such Lease year.
- C. Annual rental as set forth in this Section is expressly subject to modification as set forth in Paragraph 2(b) of Section 4.
- D. Lessee agrees to pay the minimum annual rental stated in this Lease to Lessor without deduction, delay or offset, at such place as may be designed by Lessor from time to time, in accordance with the schedule as set forth in this Lease. Any other rental stated in this Lease shall be due and payable on the same day that the annual report is due, and full payment shall accompany such report.
- E. It is specifically agreed that in the event of the termination of this Lease prior to its expiration date from any cause whatsoever, no portion of the minimum annual rental paid in advance shall be refundable.

F. DEFINITIONS:

GROSS INCOME:

"Gross Income", for the purpose of computing annual rental due to the State Lands Commission, shall include, but not be limited to, income generated from or on the leased area:

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1. The sales price of any type of food and/or beverages sold by Lessee, Lessee's subtenants or others whether for cash or credit.
2. The sales price of all other good, wares, merchandise or products sold by Lessee, or others whether for cash or credit.
3. All commissions received or earned from non-lessee owned coin-operated vending machines or other devices, and all sums deposited in Lessee owned coin-operated vending machines or other devices.
4. The charges made by the Lessee or others for the berthing, docking, mooring or launching of boats.
5. The charges made by the Lessee or others for the rental of any type of equipment or product, whether for cash or for credit.
6. Any other income, whether for cash or credit generated directly from, or on, the leased area by the Lessee's or any other person's operations, excluding all income derived from operation of the pumpout station.

G. ALLOWABLE REDUCTIONS TO GROSS INCOME:

Gross income shall not include any sales or excise taxes payable by the Lessee to Federal, State, County or municipal governments as a direct result of operations under this Lease, provided that these taxes are clearly segregated and identified in the Lessee's books and records.

H. ALLOWABLE REDUCTIONS TO GROSS SALES:

Gross sales may be reduced by returns and allowances on the theory that these "sales" were never made, and should not have been included as part of the gross sales, but gross income shall not be reduced by any other amount, except as provided herein and in Paragraph G supra.

I. CASH:

"Cash" includes currency, coin, checks, and money orders.

J. CREDIT:

"Credit" includes credit card transactions, and those transactions made on open account or for any oral or written promise to pay.

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K. REPORTS:

The Lessee shall submit on the form attached hereto as Exhibit "B" an annual report detailing the gross income from boat docks, moorings and launch ramp, and any other income generated from, or on, the Leased Premises. This report shall be accompanied by an Income Statement covering the results of Lessee's leased area operations for the year ended on the last day covered by the annual report. These reports shall be due on the sixtieth (60) day following the end of the year covered by the annual report, unless the Lessee has received, in writing, permission from the State Lands Commission for later submission.

L. BOOKS AND RECORDS:

Lessee shall maintain books and records of all financial transactions relating to the Leased Premises in accordance with generally accepted accounting principles. These records shall be supported by source documents such as agreements with renters, copies of invoices, receipts, and other pertinent documents and shall be retained for no less than seven (7) years. If requested by the State, the Lessee shall allow representatives of the State Lands Commission to examine relevant copies of Federal and State Income Tax Returns, and Board of Equalization Tax Returns in order to corroborate information shown on reports to the State Lands Commission.

M. EXAMINATION OF BOOKS AND RECORDS:

All annual reports submitted to the State Lands Commission are subject to audit and revision by the State Lands Commission and Lessor may inspect all of Lessee's books, records, and documents relating to the operation of the Leased Premises at all reasonable times.

2. PROJECT CONSTRUCTION

A. In order to avoid potential problems resulting from insufficient navigational depths beneath the marina facility and insufficient clearance between the marina facility and the river bank (including, but not limited to navigational obstructions, reduced revenues, environmental damage, and a need for dredging), Lessee shall install the pilings which support the main docks at least 30 feet from the shore (as defined below). They shall also be installed so that there is 3 feet of water depth, in the area 20 feet landward of the side tie docks. The "shore" is defined, for the purpose of this paragraph, as the line where the water meets the bank when the water surface is at 8.5 feet MSL.

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- B. Lessee shall construct the docks in three distinct phases, as generally described below:

Phase I: Shorezone Preparation

Lessee is authorized to remove submerged logs, rock and concrete remaining from the old launch ramp and two wooden piles. Lessee shall cut off said piles below the mud line during low flow within the construction windows as set forth under Section 2, Paragraph 3.

Phase II: Installation of Pilings

Beginning approximately 85 feet downstream of the launch ramp and approximately thirty (30) feet offshore as set forth under Section 2, Paragraph 2 (A), install into the riverbed eleven (11) 20-inch diameter steel pilings 60 to 65 feet in length with .281 wall thickness to support the main dock. Upstream of the launch ramp, install five (5) pilings into the riverbed to support the 60-foot berth, day-use docks, and floating debris deflector, including a batter pile, which will be driven into the riverbed to reinforce the downstream end of the debris deflector. All pilings shall be painted with a neutral anti-rust coating.

Phase III: Marina Installation

Docks shall be constructed offsite of hot-dipped galvanized truss frames with 2-by 6-inch pressure-treated Douglas fir or pine decking. Floats shall consist of 1:1 pound high density polystyrene blocks capable of supporting a weight of up to 60 pounds per cubic foot. Floats shall be coated with a non-toxic coating. All dock fingers shall be tied together with an underwater truss and held in place to pilings with nylon roller pile rings. All roof framing purlines and columns shall be hot-dipped galvanized steel with metal roof sheeting. Marina roofs shall be painted pale blue to minimize glare.

The prefabricated docks shall be stored and assembled on the upland.

C. **PUMP OUT FACILITY**

A pump-out facility shall be provided with no less than 500 gallon capacity.

D. **DEBRIS DEFLECTOR**

A debris deflector shall be located at the upstream end of the 60-foot covered berth.

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E. ACCESS RAMPS

Access ramps shall be provided and shall have dual hand rails for safety, and shall be located in existing breaks in the shoreline vegetation to minimize disturbance to riparian habitat.

F. AS-BUILT PLANS

Following the 60-day notification as required in Section 4, Paragraph 4(a), Lessee shall file with Lessor a copy of the "as-built" construction plans certified by the project contractor.

G. NOTIFICATION OF CONSTRUCTION

Lessee shall notify Lessor at least two weeks prior to construction.

3. REGULATORY REQUIREMENTS

Lessee shall have or obtain a current "Streambed Alteration Agreement" issued by the Department of Fish and Game.

4. DREDGING

Except for minor maintenance dredging defined as less than 15 cubic yards annually, which Lessee is authorized to dredge at the base of the launch ramp by a front end loader or hand tools only, Lessee is prohibited from any other dredging or form of dredging. Except that which is authorized herein, all dredging shall be subject to submittal of a new application to Lessor and subject to review under the California Environmental Quality Act (Sections 21000, et seq. of the Public Resources Code.)

5. HANDICAPPED ACCESS

Lessee will provide handicapped access to the marina by use of the launch ramp.

6. STRUCTURAL BANK PROTECTION

A. Except for the existing gabion wall located upstream of the launch ramp which is authorized herein, structural bank protection, i.e. the use of inert construction material such as rock or concrete, is not allowed under this Lease except as provided for in the Revegetation Plan.

B. Any new structural bank protection shall be subject to a new application to Lessor, subject to evaluation under the California Environmental Quality Act (Sections 21000, et seq. of the Public Resources Code), and shall be designed and analyzed by a licensed engineer.

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7. SIGN POSTING

- A. To eliminate human disturbance to the riparian vegetation growing on the bank face, Lessee shall post signs discouraging climbing and trampling of the bank, and requiring boats to stay off of the bank and to use the access ramps and/or boat launch to access their campsites. Signs shall be placed to be visible from both the river and the land. Lessee, through the site manager, shall provide enforcement through verbal warnings.
- B. Lessee shall post speed limit signs with "5 mph Zone" and "No Wake Zone" painted in black and red on a white background so that they are visible to boaters going in either direction on the river. Lessee shall be responsible for repainting existing signs.

8. REFUSE AND RECYCLING CONTAINERS:

Lessee shall provide containers on or immediately adjacent to the Leased Premises to receive trash and refuse and recyclable materials generated aboard vessels using Lessee's docking or launching facilities. Refuse and recycling containers shall be located so as to be conveniently used by occupants of vessels using Lessee's facilities and shall be of sufficient size and number to contain the refuse and recyclable materials generated aboard all vessels using Lessee's facilities. The containers shall be covered and emptied regularly enough to prevent them from overflowing or creating unhealthful, unsightly or unsanitary conditions. The contents of the containers shall be disposed of by Lessee or others acting pursuant to Lessee's direction at authorized land fills or other garbage reception areas as provided under law applicable at the time of collection.

9. PLASTICS:

- A. Lessee shall not provide for sale, or allow other parties to provide, any prepared food in polystyrene foam containers or packaging, nor shall Lessee, or other parties, keep on the Lease Premises any polystyrene foam containers or packaging of a type, design and condition appropriate to the preparation of food for consumption on or off the Lease Premises.
- B. All packaging for prepared food that is provided shall be degradable.

C. For purposes of this lease, the following definitions are applicable.

1. "Prepared food" means foods or beverages which are prepared on the Lease Premises by cooking, chopping, slicing, mixing, freezing or squeezing, and which require no further preparation to be consumed.
2. "Food packaging" means all bags, sacks, wrapping, containers, bowls, plates, trays, cartons, cups, straws and lids which are not intended for reuse on or in which any foods or beverages are placed or packaged on the lease premises.
3. "Takeout food" means prepared foods or beverages requiring no further preparation to be consumed and which are purchased in order to be consumed off the Lease Premises.
4. "Polystyrene foam" means any styrene or vinyl chloride polymer which is blown into a foam-like material, an example of which is marketed under the trade name "styrofoam".
5. "Degradable food packaging" means food packaging which within two years substantially reduces to its constituent substances through degradation processes initiated by natural organisms whose end products are substantially, but not necessarily entirely, carbon dioxide and water. Degradable food packaging does not include cellulose-based items which have a synthetic or plastic coating comprising more than 5% of the total volume of the item.

D. The above conditions shall be in effect until such time as the State Lands Commission adopts regulations and/or policies on the subject of plastic pollution. To the extent that such policies or regulations differ from the foregoing provisions and definitions, the parties hereby agree that the lease will be amended to incorporate the policies adopted by the State Lands Commission.

10. **REVEGETATION PLAN**

Lessee shall implement the Revegetation Plan for the lease area as conceptually set forth under Exhibit "A" incorporated herein no later than six months following commencement of construction. If biodegradable netting is necessary to ensure revegetation efficacy, such netting shall be subject to approvals by staff of the Lessor. Use of structural bank protection measures is expressly prohibited except for such netting and the use of the small amount of concrete rubble now on the lease premises provided, however, that in no event shall such rubble be placed on the bank if it contains exposed rebar or other metal reinforcement.

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11. FUEL SPILL PREVENTION AND CLEAN UP PLAN

- A. Lessee shall submit to staff of Lessor for its review and approval a fuel spill prevention and cleanup plan prior to July 1, 1994. Upon approval by Lessor, Lessee shall file a copy with the County of Sutter.
- B. Lessee shall maintain fuel containment equipment, i.e. containment booms and absorbent materials, for use in case of an accident and instruct each berth holder on how to use said equipment. Lessee shall store coil containment netting at a specific location on the docks for use in case of an emergency. Lessee shall notify the U.S. Coast Guard and other emergency response agencies if such emergency occurred.
- C. Lessee shall notify and caution berth holders and employees on small scale fueling procedures and the importance of avoiding spills. Except for small, five (5) gallon or less size containers used by individual berth holders, fuel dispensing facilities are prohibited within the Lease Premises.

12. CULTURAL RESOURCES

Lessee shall stop all work if any previously unknown cultural resources, e.g. bone, shell, unusual quantities of rock, artifacts, or human skeletons are encountered during construction until a professional archaeologist can be consulted.

13. MITIGATION PLAN

Lessee agrees to properly implement all mitigation measures as adopted by the Commission or every other permitting agency.

14. MARINA SUBLETTING

Lessor hereby consents to Lessee's subletting of all or any portion of the Lease Premises for berthing or mooring purposes in conjunction with normal commercial marina subleasing practices for terms of one (1) year or less.

15. AGREEMENT AND CONSENT TO ENCUMBRANCING OF LEASE

Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted Agreement and Consent to Encumbrancing of Lease available from Lessor upon request.

16. MISCELLANEOUS PROVISIONS

- A. In addition the provisions of Paragraph 4(c) of Section 4, Lessee shall incorporate into its berth rental agreements the following provisions:
1. A statement concerning the importance that berth holders maintain their boats in a safe operating condition, and the inclusion of suitable restrictions on maintenance activities performed at the marina by berth holders, specifically the prohibitions against any bottom paint application or removal and engine and hull washing;
 2. Boat engines shall be in compliance with all applicable pollution control measures and the berth holders shall exercise their best efforts to reduce individual and collective contributions to air pollution.
 3. The draining or dumping of petroleum products is prohibited. Lessee shall post notices and provide for enforcement against the draining or dumping of petroleum products, on or where it will enter the Lease Premises.
- B. Lessee shall require the contractor to ensure that all diesel engines used for construction of the marina shall be properly maintained and operated to reduce emissions of NOx.

17. RESTORATION OF LEASE PREMISES

- A. Section 4, Paragraph 12(a) is deleted and replaced with the following:
- Upon expiration or sooner termination of this Lease, Lessor upon written notice may require Lessee to remove all or any such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense.
- B. Section 4, Paragraph 12(c) is deleted and replaced with the following:
- All plans for and subsequent removal and restoration shall be to the satisfaction of lessor and shall be completed within ninety (90) days after the expiration or sooner termination of the Lease or after compliance with Paragraph 12(d), whichever is greater.
- C. Section 4, Paragraph 12(e) is deleted in its entirety.

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18. **HOLDING-OVER**

Section 4, Paragraph 14 is deleted and replaced with the following:

Any holding-over by Lessee after the expiration of the Lease term, with or without the express or implied consent of Lessor, shall constitute a tenancy from month to month and not an extension of the Lease term and shall be on the terms, covenants, and conditions of the Lease. In that case, the annual rental then in effect shall be increased by twenty five percent (25%) unless the Lessor and Lessee are engaged in a good faith attempt to negotiate a new lease.

19. **RESIDENTIAL USE**

Section 4, Paragraph 4(i) is deleted and replaced with the following:

No portion of the Leased Premises shall be used as a location for a residence or for the purpose of mooring a structure which is used as a residence. For purposes of this Lease, a residence or floating residence includes but is not limited to boats, barges, houseboats, trailers, cabins or combinations of such facilities or other such structures which are used as a residence for the Lessee or others. Lessee agrees that vessels shall not be permanently attached to the dock or slip and all vessels shall be navigable.

Occasional transient overnight use of the vessel moored at the slip which is truly incidental to the recreational or navigational use of the vessel shall be permissible, provided it is limited to no more than fourteen (14) nights in any calendar month and a maximum of forty (40) nights in any calendar year.

The berth rental agreement between Lessee and each berth holder shall contain a notice of this paragraph including a verbatim copy of its terms.

20. **INDEMNITY**

Section 4, Paragraph 7(a) is deleted and replaced with the following:

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless and at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claims, damage, or injury solely caused by the intentional acts or negligence of Lessor, its officers, agents and employees.

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SECTION 4

GENERAL PROVISIONS

1. GENERAL

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

2. CONSIDERATION

(a) Categories

(1) Rental

Lessee shall pay the annual rental as stated in this Lease to Lessor without deduction, delay or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

(2) Non-Monetary Consideration

If the consideration to Lessor for this lease is the public use, benefit, health or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State.

(b) Modification

Lessor may modify the method, amount or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days notice prior to the effective date.

(c) Penalty and Interest

Any installments of rental accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

3. BOUNDARIES

This lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims which may be asserted presently or in the future.

4. LAND USE

(a) General

Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessee shall notify Lessor within ten (10) days after commencing the construction of authorized improvements and within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

(b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration.

(c) Repairs and Maintenance

Lessee shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and in safe condition. Lessor shall have no obligation for such repair and maintenance.

(d) Additions, Alterations and Removal

(1) Additions - No improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor.

(2) Alteration or Removal - Except as provided under this Lease, no alteration or removal of improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

(e) Conservation

Lessee shall practice conservation of water, energy, and other natural resources and shall prevent pollution and harm to the environment. Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. Violation of this section shall constitute grounds for termination of the lease. The lessor, by its executive officer, shall notify the lessee, when in his or her opinion, lessee has violated the provisions of this section and lessee shall respond and discontinue the conduct or remedy of the condition within 30 days.

(f) Toxics

Lessee shall not manufacture or generate hazardous wastes on the Lease Premises unless specifically authorized under other terms of this Lease. Lessee shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the Lease term and shall comply with and be bound by all applicable provisions of such federal, state or local law, regulation or ordinance dealing with such wastes, substances or materials. Lessee shall notify Lessor and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

(g) Enjoyment

Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use and enjoyment of the Lease Premises as provided under this Lease.

(h) Discrimination

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, religion, national origin, sex, age, or handicap.

(i) Residential Use

~~No portion of the Lease Premises shall be used as a location for a residence or for the purpose of mooring a structure which is used as a residence. For purposes of this Lease, a residence or floating residence includes but is not limited to boats, barges, houseboats, trailers, cabins or combinations of such facilities or other such structures which provide overnight accommodations to the Lessee or others.~~

5. RESERVATIONS, ENCUMBRANCES AND RIGHTS-OF-WAY

(a) Reservations

(1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber and minerals as defined under Public Resources Code Sections

6401 and 6407, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources. However, such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this lease.

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(2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purpose associated with this Lease or for carrying out any function required by law, or the rules, regulations or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.

(3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

(b) Encumbrances

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances and claims and is made without warranty by Lessor of title, condition or fitness of the land for the stated or intended purpose.

6. RULES, REGULATIONS AND TAXES

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any other governmental agency or entity having lawful authority and jurisdiction.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtain and maintain all permits or other entitlements.

(c) Lessee accepts responsibility for and agrees to pay any and all possessory interest taxes, assessments, user fees or service charges imposed on or associated with the leasehold interest, improvements or the Lease Premises and such payment shall not reduce rental due Lessor under this Lease and Lessor shall have no liability for such payment.

7. INDEMNITY

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

(b) Lessee shall notify Lessor immediately in case of any accident, injury or casualty on the Lease Premises.

8. INSURANCE

(a) Lessee shall obtain and maintain in full force and effect during the term of this lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by the State from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insureds as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State. The State will not be responsible for any premiums or other assessments on the policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee.

9. SURETY BOND

(a) Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of consideration.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

10. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee or sale or other transfer of a percentage of capital stock of Lessee which results in a change of controlling persons, or the sale or other transfer of substantially all the assets of Lessee.

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this lease is for sovereign lands, it shall be appurtenant to adjoining littoral or riparian land and Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

- (1) give proper notice to Lessor
- (2) provide the same and complete business organization and

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operational structure of the proposed assignee, sublessee, secured third party or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee. If the proposed assignee, sublessee or secured third party is a general or limited partnership, or a joint venture, provide a copy of the partnership agreement or joint venture agreement, as applicable.

(3) provide the terms and conditions of the proposed assignment, sublease, or encumbrancing or other transfer;

(4) provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the lease premises; and

(5) provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted standard form (Agreement and Consent to Encumbrancing of Lease) available from Lessor upon request.

~~(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal state or local law, regulation or ordinance manufactured, generated used, placed disposed, stored or transported on the Lease Premises.~~

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7,9,11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

11. DEFAULT AND REMEDIES

(a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a default or breach of the Lease by Lessee:

- (1) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease.
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease.
- (3) Lessee's vacation or abandonment of the Lease Premises (including the covenant for continuous use as provided for in paragraph 4) during the Lease term.
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements.
- (5) Lessee's failure to comply with all applicable provisions of federal, state or local law regulation or ordinance dealing with hazardous waste, substances or materials as defined under such law.
- (6) Lessee's failure to commence to construct and to complete construction of the improvements authorized by this Lease within the time limits specified in this Lease.
- (7) Lessee's failure to comply with applicable provisions of federal, state or local laws or ordinances relating to issues of Health and Safety, or whose purpose is to conserve resources or to protect the environment.

(b) Lessee's failure to observe or perform any other term, covenant or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) Remedies

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises.
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice Lessee shall immediately surrender possession of the Lease Premises to Lessor.
- (3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises.
- (4) Exercise any other right or remedy which Lessor may have at law.

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12. RESTORATION OF LEASE PREMISES

STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE P.R.C. NO. _____

This lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

This Lease was authorized by the
California State Lands Commission on

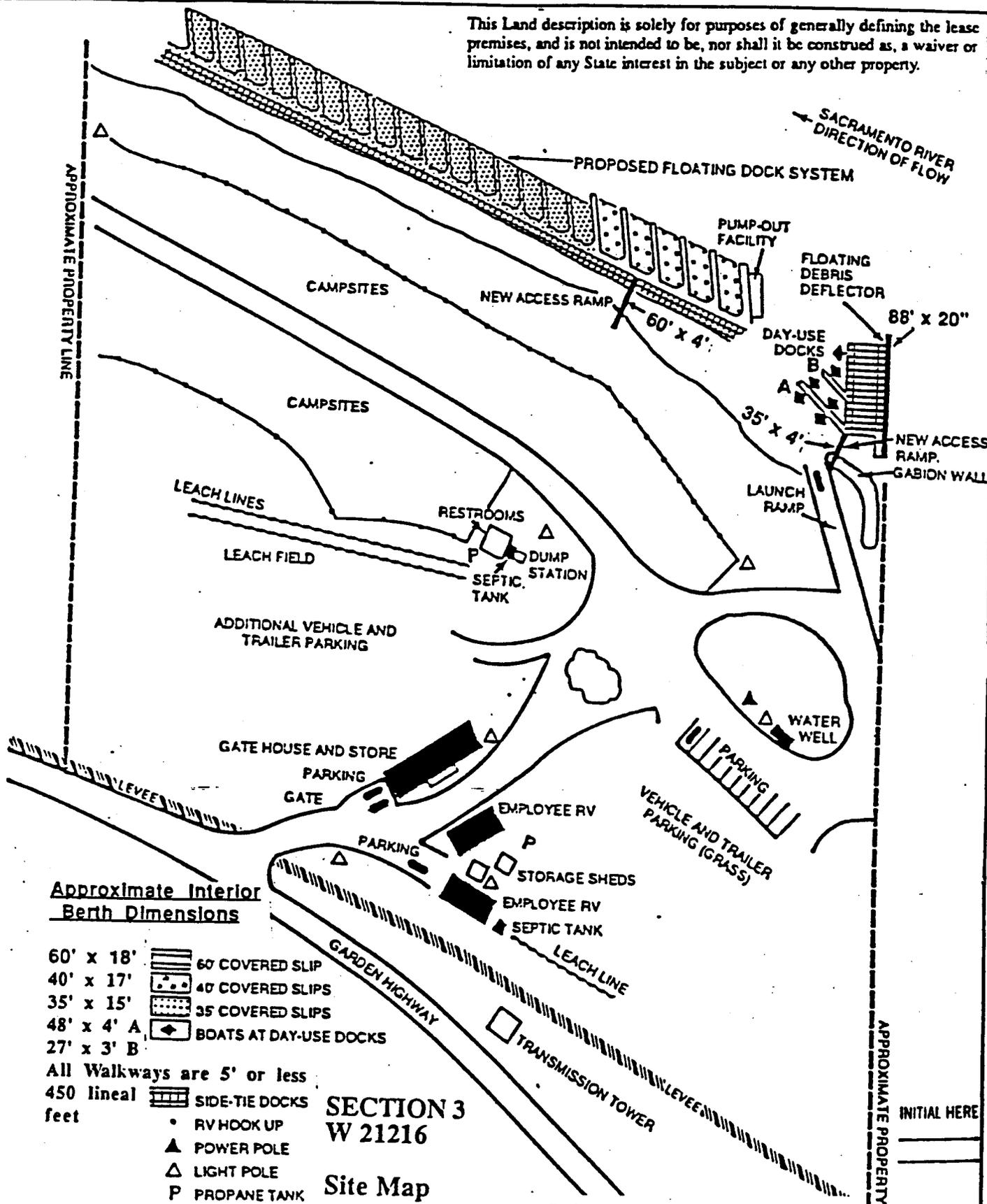
(Month Day Year)

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This Land description is solely for purposes of generally defining the lease premises, and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

APPROXIMATE PROPERTY LINE

SACRAMENTO RIVER
DIRECTION OF FLOW



Approximate Interior Berth Dimensions

- 60' x 18' 60 COVERED SLIP
- 40' x 17' 40 COVERED SLIPS
- 35' x 15' 35 COVERED SLIPS
- 48' x 4' A BOATS AT DAY-USE DOCKS
- 27' x 3' B

- All Walkways are 5' or less
- 450 lineal feet SIDE-TIE DOCKS
- RV HOOK UP
- ▲ POWER POLE
- △ LIGHT POLE
- P PROPANE TANK
- VEHICLE

SECTION 3
W 2126

Site Map

Gary Kaveney

Refer to Drawings entitled
DOCKS BY WATER-FREE, INC.
Dated 8/5/99 ON THE AT THE OFFICE
of the SLC

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INITIAL HERE

APPROXIMATE PROPERTY LINE

CONCEPTUAL REVEGETATION PLAN for the VERONA MARINA PROJECT SITE

Goals and Objectives

This conceptual revegetation plan describes the reestablishment of approximately 1.1 acres of native riparian forest at Sacramento River Mile 79.5L. Revegetation methods include planting native riparian species in two separate areas along with a five-year monitoring and maintenance program. The key goals of this plan are:

- To provide mitigation for the loss of riparian vegetation due to ongoing bank erosion and bank trampling caused by human use of the site;
- To provide mitigation for the continued use of the upland portion of the project site;
- To ensure that revegetated areas mimic, to the greatest degree possible, historic riparian communities at the site prior to construction of the campground and launch ramp; and
- To enhance the aesthetic and ecological value of existing riparian communities for wildlife.

Two distinct areas are proposed for revegetation under this plan: 1) the bank face from the river's edge at median low water to the top of the bank, and 2) the portion of the campground from the interior paved road to the top edge of the bank. The two areas can be revegetated independent of each other, i.e., the revegetation of the bank face does not depend upon the revegetation of the campground area and vice versa. For purposes of this plan, however, it is assumed that both areas are to be revegetated.

Two natural communities will be established: Willow Scrub, encompassing approximately 0.3 acre, and Cottonwood Riparian Forest, encompassing approximately 0.8 acre. These acreages are based on planimetered measurements from aerial photographs.

An approximately 500- x 25-foot area of the bank face fronting the river will be planted to a Willow Scrub community. All existing trees and woody vegetation on the bank face will be left in place with new plantings installed in gaps and open spaces. Once established, it is our goal that vegetation on the bank face will provide slope protection and surface erosion control under low to moderate velocity flow conditions.

An approximately 575- x 60-foot area of the upland zone between the top of the bank and the interior paved road will be revegetated to a Cottonwood Riparian community. Existing campsites, electrical hookups, and grass lawn will be removed prior to the planting of trees and shrubs. Species that have been selected for this area will not contribute to further deterioration of the bank.

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Summary of Existing Communities

Native vegetation presently growing on the bank face, downstream of the launch ramp, includes components of a willow scrub community. This community is adapted to frequently flooded and frequently disturbed conditions. The majority of the bank face is steep and has been eroded during high winter flow years. Native species which grow on the bank face include sandbar and Goodding's black willow on the gentle slopes, and a mixture of mature and seedling box elder and cottonwood on the steeper slopes.

Native vegetation growing in the upland zone between the top of the bank and the interior paved road represents relicts of a cottonwood riparian forest. Seven mature cottonwood trees and one box elder still remain at the top of the bank. All other native woody vegetation has been removed in years past and has been excluded from this area by its conversion to a campground. As such, it is maintained by mowing and sprinkler irrigation. Prior to its conversion to a campground, the area supported components of a cottonwood riparian forest, including a mix of riparian shrubs and vines in the understory, a mid-story of various riparian trees, and an upper canopy of cottonwoods. Components of the cottonwood riparian forest are still present in refuge areas along the property boundaries, between the campground and lower parking area, and on adjacent upstream and downstream parcels.

Planting Plan

Plant Species Selection

Riparian community and plant species selection was based on particular goals of the revegetation project, site characteristics such as frequency and duration of flooding, hydrologic zones of planting areas, and an analysis of community composition of riparian communities both on-site and on adjacent upstream and downstream parcels.

Plantings on the bank face will replicate the species composition, as much as possible, of a willow scrub community, while the upland zone will replicate, as much as possible, a cottonwood riparian forest. However, the following modifications will be made:

- Fast growing shrub species will be favored for the bank face planting. Their extensive root systems may help reduce surface soil erosion and may contribute to slope stability.
- Riparian trees, such as cottonwoods, will not be planted on the bank face or in a 20-foot-wide zone adjacent to the bank. Tall trees are inappropriate for these areas because of the likelihood of their toppling should the bank continue to erode. Also, if trees such as cottonwoods fall they take with them large clumps of soil, resulting in further erosion.

Density

Target goal densities and percent species composition are derived from specifications recommended in the Riparian Planting Design Manual for the Sacramento River, Chico Landing to Collinsville

(U.S. Army Corps of Engineers 1986). These recommended densities have been modified for this plan to allow for exclusion of species not suitable for the Verona area and species not suitable for the project site. Numbers of plants to be installed have been calculated from target densities desired and an expected seedling and sapling mortality of 50 percent. In other words, twice the number of target plants desired will be planted. If target density is achieved, the plants will be on 5- to 10-foot centers. Total numbers of plants to be used in each community are provided in Tables 1 and 2. Totals are based on estimated acreages of revegetation areas and may change slightly as areas are more precisely measured. Relative density and percent species composition will remain the same.

Table 1. Willow Scrub Community

Initial planting: 198 trees and shrubs on 0.32 acre
 Target goal: 99 trees and shrubs on 0.32 acre

Species	No. of Plants To Be Installed	No. of Plants Expected After 5 Years	Relative Species Composition (percent coverage)
Sandbar willow <i>Salix exigua</i>	116	58	58
Blackberry <i>Rubus ursinus</i>	32	16	16
Mulefat <i>Baccharis viminea</i>	22	11	11
Arroyo willow <i>Salix lasiolepis</i>	14	7	7
Buttonbush <i>Cephalanthus occidentalis</i>	14	7	7

Figure 1 represents a conceptual drawing of the Willow Scrub community based on the species composition identified above.

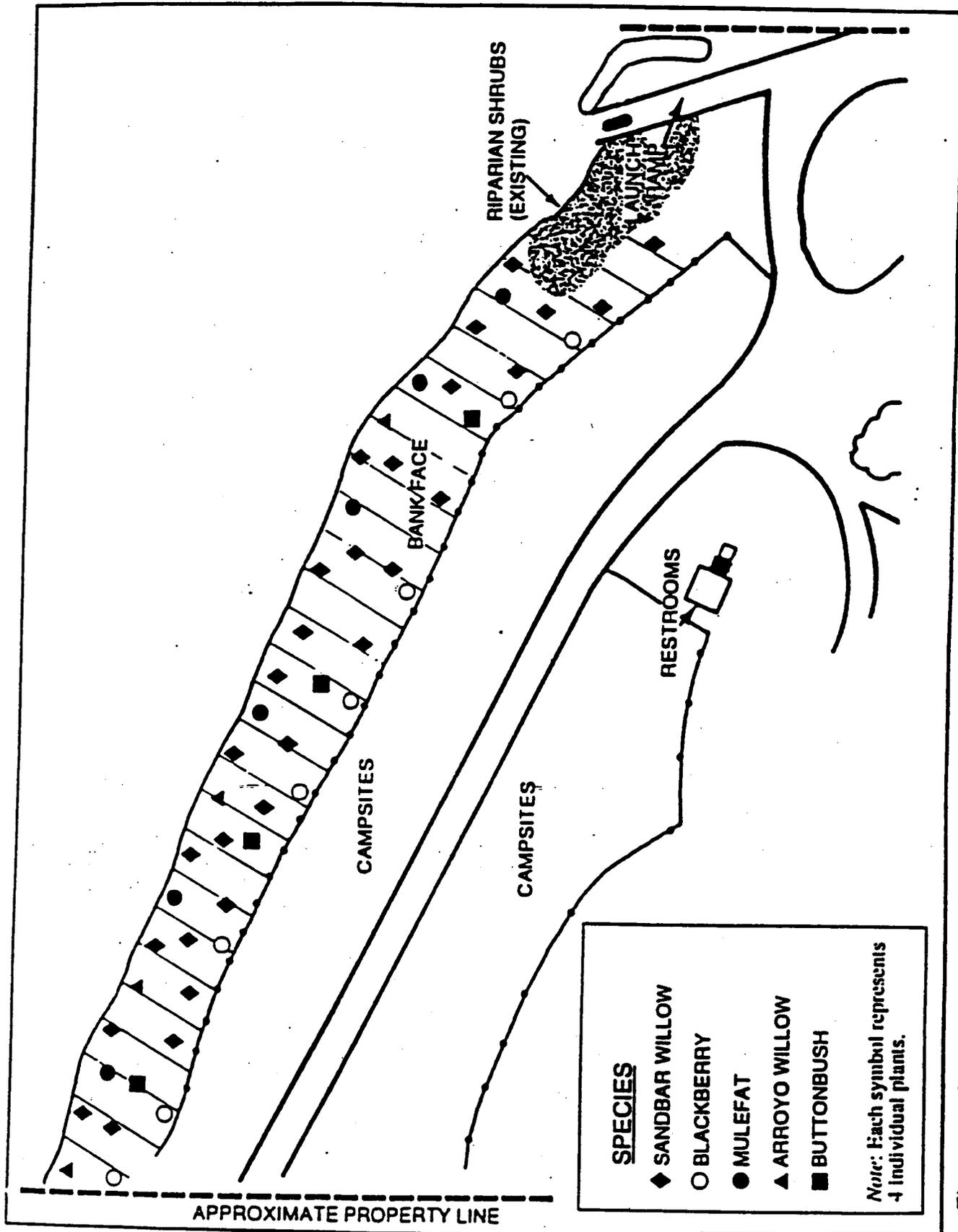


Figure 1. Planting Plan for Willow Scrub Community on Bank Face

Table 2. Cottonwood Riparian Community

Initial planting: 692 vines, shrubs, and trees on 0.8 acre
 Target goal: 346 vines, shrubs, and trees on 0.8 acre

Species	No. of Plants To Be Installed	No. of Plants Expected After 5 years	Relative Species Composition (percent)
Fremont's cottonwood <i>Populus fremontii</i>	146	73	21
Goodding's black willow <i>Salix gooddingii</i>	98	49	14
Sandbar willow <i>Salix exigua</i>	76	38	11
Mexican elderberry <i>Sambucus mexicana</i>	76	38	11
Blackberry <i>Rubus ursinus</i>	76	38	11
Wild rose <i>Rosa californica</i>	48	24	7
Wild grape <i>Vitis californica</i>	42	21	6
Buttonbush <i>Cephalanthus occidentalis</i>	34	17	5
Oregon Ash <i>Fraxinus latifolia</i>	34	17	5
Box Elder <i>Acer negundo</i> var. <i>californicum</i>	34	17	5
Arroyo willow <i>Salix lasiolepis</i>	28	14	4

Figure 2 represents a conceptual drawing of the Cottonwood Riparian community based on the species identified above.

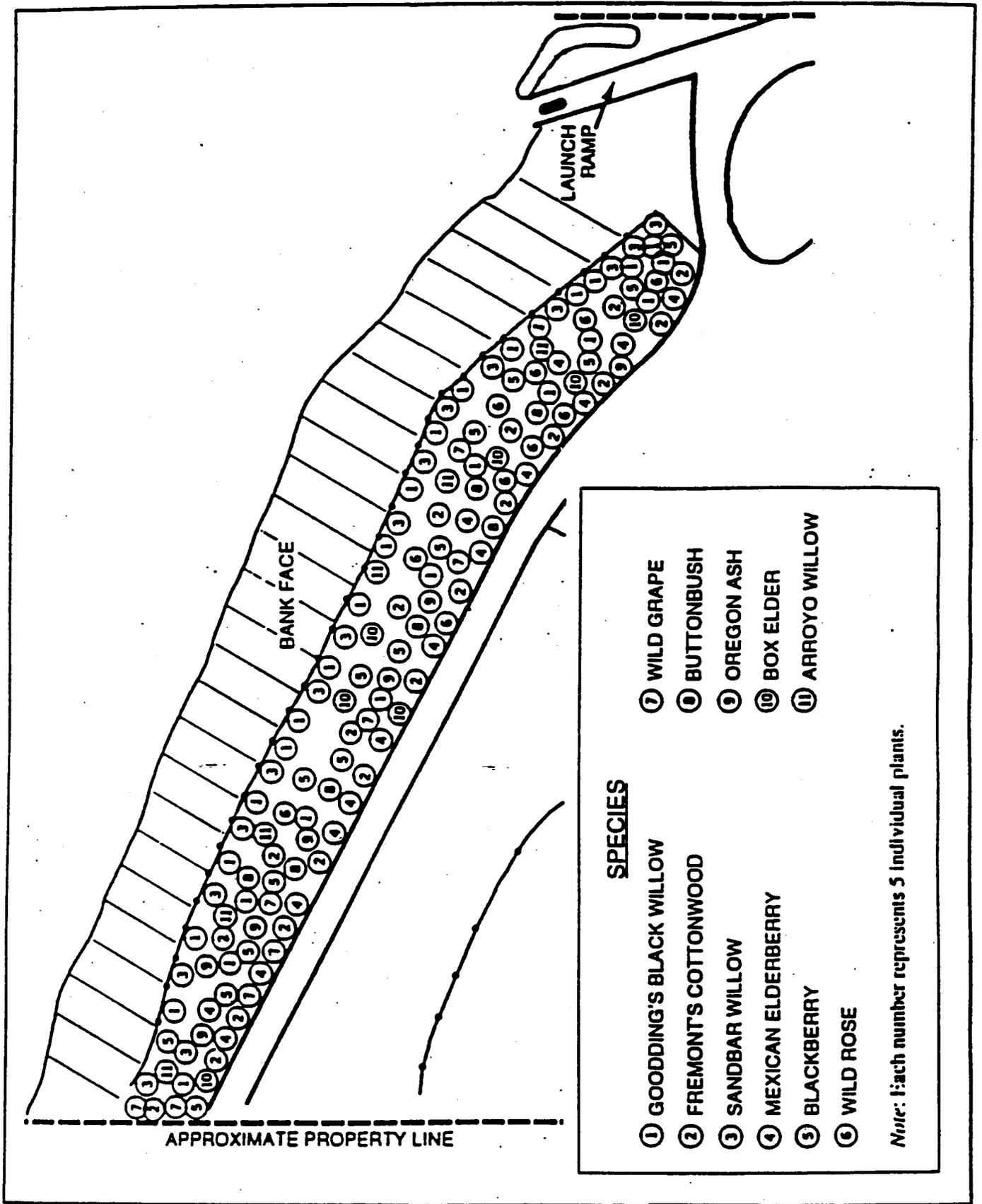


Figure 2. Planting Plan for Cottonwood Riparian Community

Specific species plantings in revegetated area will follow these guidelines:

- Prior to the implementation of the Willow Scrub planting plan, the bank face will be evaluated further for its suitability for planting. Site analysis of the bank face may indicate that some micro-sites are unsuitable for woody plantings and revegetation with native herbaceous plants such as a flood tolerant native grass, or no plantings, may be more appropriate.
- Species components of the Willow Scrub community will be placed on the bank face based on their ecological requirements. The bank face possesses discrete hydrologic zones: the lowest position on the slope, closest to the water, is the most hydrophitic. Mulefat and arroyo willow will be planted on the lower portion of the slope. Buttonbush will be planted in the middle to upper portion of the slope and blackberry will be planted on the upper portion of the slope. Sandbar willow can be planted at all positions on the slope, interspersed with other species.
- Where possible and appropriate, spacing patterns will be given a clumped and irregular natural appearance while not competing with one another.
- Tree species of the Cottonwood Riparian community will not be planted in the 20-foot-wide zone nearest the bank.
- Blackberry and wild grape are vigorous growth forms and compete with other trees and shrubs if planted too early. These species will be planted in the cottonwood riparian community 2 to 3 years after other plantings are installed.

Methods of Plant Installation

Plants can be installed as root cuttings, pole cuttings, wattles, rooted cuttings, and containers. Table 3 lists the recommended installation type for each species.

Cuttings, including wattles and root cuttings will be taken during the winter months from November through January. Seeds can be collected on-site as they ripen, from September through November. Plant material to be planted in containers can be purchased from commercial sources or contract-grown using seeds or cuttings collected on-site or from adjacent parcels with permission from landowners. Lead time for preparation of plant materials is typically three months to two years depending on the species. Descriptions of various installation methods are as follows:

Containerized Stock - Container stock generally is not immediately available for large quantities and should be contract grown. Plant stocks should be grown in containers developed for use in revegetation work such as deepots or leach tubes. Plants grown in these types of containers tend to develop deep root systems.

Cuttings - Willows and cottonwoods can be planted directly in the ground as pole cuttings. Poles should be cut during the dormant season and should measure 5/8 to 1 1/2 inches in diameter and 3 to 4 feet in length. They should be installed 24 inches deep into pre-augured holes within 24 hours of being cut. Cuttings not installed immediately should be immersed in water.

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Table 3. Recommended Method of Installation

Species	Installation Method
Fremont's cottonwood	pole cuttings
Goodding's black willow	pole cuttings
Sandbar willow	pole cuttings, wattles
Arroyo willow	pole cuttings, wattles
Mulefat	cuttings
Box elder	container
Oregon ash	container
Wild rose	rooted cuttings, container.
Buttonbush	container
Mexican elderberry	containers
Blackberry	root cuttings
Wild grape	rooted cuttings

Root Cuttings - Root cuttings are taken in late winter before foliar growth resumes, i.e., when roots have sufficient stored foods. Root cuttings should be at least 4 inches in length with the diameter thickness of a pencil. They are planted right-side-up directly into the soil.

Rooted Cuttings - Rooted cuttings, used for such plants as wild rose and wild grape, are typically taken in winter or early spring. They should be long enough to have at least three buds. Rooted cuttings are placed in a rooting medium and planted after roots have formed.

Willow Wattling - Willow wattling is used on slopes to stabilize the slope by slowing the movement of water and surface material as it runs over the wattling. Wattling consists of placing tied bundles of willow stems into trenches along the slope contour. Willow stems 5 to 9 feet long and 1/2 inch in diameter, are cut and made into bundles with the stem butt ends alternating. A compressed bundle is 8 inches in diameter and is tied together with binder twine with ties spaced 1 foot apart. Compressed bundles should taper at both ends, that is, the thickest part should be in the middle. Wattling bundles are then placed in prepared trenches.

To prepare trenches, guide stakes are sunk 18 inches into the soil and placed parallel to the contour of the slope every 2 to 3 feet. Guide stakes can be made of thick willow cuttings or wedge-shaped wooden stakes. Above the guide stakes, a trench 4 inches wide is made and wattling bundles are placed flat in the trench with each bundle end overlapping about 12 inches with the next. Bundles are staked to the slope (trench) 2 to 3 feet apart. No more than one-third of the bundle should be above grade. The holding stakes are driven to a depth of 18 inches. Backfilled with native soil, the bundles are walked on to ensure that soil is worked into bundles. A small portion of the downhill

lip of the wattling bundle, consisting of about 10 percent of the bundle volume, is left exposed. Wattling bundles should be irrigated immediately after installation. If wattling bundles are not planted immediately they can be stored in the shade and installed no later than 24 hours after the stems are cut.

Site Preparation

Bank Face

The only site preparation on the bank face will consist of spot removal of herbaceous weeds in a 2-foot radius at individual planting sites. All existing non-native and native woody plants will be left in place.

Upland Area Between Interior Paved Road and Top Edge of Bank

Existing lawn in the planting area will be removed with a contact herbicide. Herbicide applications will be applied at the appropriate, most effective time of year, and in a manner that will not harm existing native vegetation or affect performance of newly-planted species.

The remaining grass areas on the project site will include the upper and lower parking areas and the campsites on the land side of the interior paved road. These will continue to be irrigated and mowed as necessary; however, no herbicide use will be permitted.

If the footing for the main access ramp is not installed prior to revegetation, the planting area in the vicinity of the access ramp will not be revegetated until after the footing is constructed. When the footing is constructed, care will be taken to not disturb adjacent areas that have already been planted. These areas will be clearly marked with wood stakes and flagging tape to prevent trampling and disturbance.

As plants are installed, 2-foot-diameter watering basins will be constructed at the base of each plant. Basins will function to direct rain and irrigation water to the root zone.

Maintenance Program

A maintenance program with frequent checks is essential to ensure the success of new plantings. The 5-year maintenance program will include the following tasks:

Watering Basins

Watering basins will be repaired and maintained, as necessary.

Irrigation

Good survival of plants can be achieved with no follow-up irrigation if plants are installed early in the rainy season and sufficient rainfall occurs. Withholding irrigation promotes strong root growth; however, watering may be necessary if drought conditions persist after planting. In this case, infrequent, but deep, irrigation of riparian plantings may be necessary. Plants in the upland zone will be irrigated immediately following planting, in any case. If follow-up watering is necessary, it should be either drip or flood irrigation. Care should be taken to ensure that irrigation water is contained in the watering basins and does not contribute to surface runoff over the bank face.

Irrigation is not recommended on the bank face due to the steep slope. Soils should still contain sufficient moisture following planting to promote growth.

Weed Control

Weeds will be controlled to reduce competition for available nutrients, moisture, space, and sunlight. They will either be pulled by hand or cut below ground level in a 2-foot radius around each plant. In areas outside of plantings weeds will be mowed. If weeds become a serious problem around newly-planted seedlings, herbicides could be applied locally, as necessary.

Plant Protection

Plant protection devices such as wire screens may be necessary to prevent animal damage. Any protection device installed will be kept functional and secure during the entire establishment period. Protection devices will be replaced as necessary.

Monitoring Program

During Installation

A Revegetation Specialist will be on-site during installation to insure that appropriate revegetation techniques are used, planting stocks are in healthy condition prior to planting, and that plants are installed as designated in the plan.

During Growing Season

Monitoring of the revegetation plantings will be conducted during the active growing season to document the success of plantings. For any losses that occur, the revegetation specialist/maintenance contractor will determine the reason for loss, and when necessary, use a different species from the site or a different planting method as appropriate. The revegetation specialist/maintenance contractor will also evaluate the effectiveness of the maintenance program and determine if further maintenance activities are necessary. (Maintenance activities are discussed above).

Annual Report

Five reports will be submitted over the course of the 5-year monitoring program. The final report will summarize progress and results of the entire program, as well as for the fifth year. Annual reports will include photo documentation as well as a summary describing the results of revegetation performance, maintenance activities performed, and expected activities for the coming year.

Performance Standards

The performance of the revegetation project will be measured in terms of plant establishment. Since each community will be planted with twice the target goal of desired plant species, a loss of no more than 50 percent of each target species in each plant community will constitute success. If wattling is used as a planting technique, success in terms of percent cover will be used.

Remedial Actions

If monitoring indicates less than a 50 percent survival of the planting or a failure trend, i.e., approaching a 50 percent loss, corrective measures will be taken. Corrective measures may include erosion control measures, plant replacement, more aggressive weed control, installation of wire cages to guard against animal herbivory, fencing, and/or watering.

Responsible Parties

The project proponent, Mr. Gary Kaveny, will be responsible for site preparation, planting, maintenance, and submittal of annual monitoring reports. Mr. Kaveny will have the option of hiring his own personnel or can contract with a Revegetation Specialist to ensure that all work is completed according to the approved mitigation plan. Annual reports will be submitted to the State Lands Commission and Sutter County Planning Department.

LESSEE: _____

PRC NO. _____.1

Report of Gross Income and Rental Due the State for the Year ended January 31, 19____.

RENTAL BASED ON GROSS INCOME:

Type of gross income	Amount of Gross Income	Percentage Payable to State	Rental Due State
Rental income from boat docks	\$ _____	x 5 %	= \$ _____
Other gross income	\$ _____	x 10 %	= \$ _____

RENTAL BASED ON FUEL SALES:

_____ Gallons (Maximum of 100,000)	at 1½ c	= \$ _____
_____ Gallons (excess of 100,000)	at 2 c	= \$ _____
_____ Total gallons sold during year		

Rental based on fuel sales \$ _____

TOTAL RENTAL DUE STATE \$ _____

Less minimum rental paid previously — \$ _____

RENTAL PAID HEREWITH \$ _____

COMPUTATION OF FUEL SOLD:

	PUMP 1	PUMP 2	PUMP 3	PUMP 4
Meter readings, end of year.	_____	_____	_____	_____
Meter readings, beginning of year.	_____	_____	_____	_____
Total gallons sold during year	_____	_____	_____	_____

Mail To:
State Lands Commission
1807 13th Street
Sacramento, CA 95814

by the 25th of the month following the end of your fiscal year with a check made payable to:

STATE LANDS COMMISSION

Attach a Balance Sheet as of the end of the fiscal year and an Income Statement for the fiscal year to this annual report.

CERTIFICATION

I certify (or declare) under penalty of perjury that the foregoing is true and correct, and that it is complete to the best of my knowledge and belief.

Signature of Lessee or Agent

Title _____

Dated _____

At _____

(City and State)

VERIFICATION BY STATE
(Do Not Write In this Space)

Amount C/R Ref Date

Calculation by State
CALENDAR PAGE 92.37

Difference
MINUTE PAGE 1912

Calculations Verified By



1611 S Street, Suite 200 • Sacramento, California 95814 • (916) 552-7000

May 20, 1994

Duncan Simmons
 State Lands Commission
 1807 13th St.
 Sacramento, CA 95814-7187

Dear Duncan:

In an effort to coordinate our response on the Verona Marina issues this letter covers items in the lease transmittal letter from Diane Jones, your letter, and our subsequent conversations:

1. Alternate access for fishing.

The cost of a "fishing access platform" would in itself be significant (see below). However, the most expensive portions of such a project are the accessway and the steps necessary to address security concerns.

- a. The approximate cost of materials and construction for a second accessway to the main docks is approximately \$20,000 - \$25,000 (this is based on the cost of the currently planned accessway). In addition, the cost to engineer and construct an additional "fishing dock" attached to the existing dock system with railings, fishing pole holders, and adequate fencing to meet security concerns would be an additional \$5,000 - \$10,000 (Engineering: \$1,500 - \$2,000; Materials: \$2,000 - \$4,000; Construction: \$2,000 - \$4,000). The total cost could easily reach \$25,000 to \$35,000. These estimates assume that there would be no significant new engineering costs or the development of a more complex accessway as was installed for the Volleman Clark marina in the Delta.
- b. If a substantially new and more complex accessway, such as the one mentioned above, were installed then there would be significant additional costs for engineering, materials, and construction. The estimated additional costs would be: Engineering: \$3,500 - \$4,000; Materials: \$10,000 - \$12,000; Construction: \$10,000 - \$12,000. The total cost could easily reach \$50,000.
- c. If, as an alternative, the new accessway were attached to a new separate floating platform, downstream from the main docks there would be the costs identified in #b above as well as new costs associated with additional pile driving to secure the dock and probably a longer accessway (possibly with its own piling) to connect with Mr. Kaveney's property. The estimated additional costs for the pile driving, etc. for this alternative would be: Pile Driving (2 - 3 Piles and installation): \$4,000 - \$6,000; Engineering: \$1,500 - \$2,500; Materials (longer accessway and freestanding dock structure): \$5,000 - \$7,000; Construction: \$5,000 - \$7,000. The total cost could easily reach \$70,000 - \$75,000.

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When the Commissioners acted on the Verona Marina Calendar Item at the April 6, 1994 meeting, they indicated we should meet with the Department of Fish and Game (DFG) to address the fishing access issue. DFG stated in their April 5, 1994 letter that they did not oppose the project as designed. Subsequent conversations with DFG indicate that the above alterations are not necessary since the marina and the day use docks are each themselves a benefit to the angling public.

Considering these costs, the existing benefits of the project to the angling and recreation public, the Department's stated position on the project, and the fact that Mr. Kaveney has already spent \$475,000 on a project (with an estimated additional \$150,000 to be spent prior to final completion), it does not seem appropriate to continue to pursue this additional feature. In 1991, when he had completed all permitting except for the SLC and Sutter County, the cost of the project was approximately \$250,000.

2. Lease provision - Rent Modification (Section 4, Paragraph 2.(b)).

It remains our belief that this provision should be subject to some limitation or rationale, beyond the provisions in the current document. It is our understanding that the Commission is negotiating such a change with representatives of SLC lessees that are marina owners, and that when such language is adopted, Mr. Kaveney will have the option to amend his lease to include such language if he chooses.

3. Insurance.

An updated insurance certificate is being sent to your office by the insurance company which has provided coverage in the past.

4. Bond and initial rent payment.

Mr. Kaveney will provide an additional \$18,000 bond within one week of lease authorization and a Cashiers Check for the minimum annual rental will be delivered to the Commission upon authorization.

We look forward to the Commission's positive action on this lease at its May 26, 1994 meeting.

Sincerely,



Robert C. Faber

RCF/rns

cc: Gary Kaveney

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CEQA FINDINGS

Introduction

This document presents the findings made by the State Lands Commission (SLC), pursuant to Title 14, California Administrative Code, Section 15901, on the proposed Verona Marina Project in Sutter County, California. All potentially significant impacts of the project identified in the Final Environmental Impact Report (EIR) are included herein and organized according to individual resource topics, e.g., vegetation, wildlife, noise, and so forth.

For each significant impact, a finding has been made as to one or more of the following, as appropriate:

- (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
- (b) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
- (c) Specific economic, social, and/or other considerations make infeasible the mitigation measures or project alternatives identified in the final EIR.

The appropriate findings are followed by a narrative of the facts supporting them. Specific mitigation measures, as presented in the Draft EIR, are identified. The CEQA Lead Agency has the responsibility to ensure that mitigation measures contained in an EIR are effectively implemented.

Hydrology and River Geomorphology

Impact: Continued erosion of the bank could eventually threaten footings of the marina access ramps.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Facts Supporting the Finding:

Without any type of protection, the bank at the project site will continue to erode during periods of high flows. Left unchecked, the steepest part of the bank will recede further into the campground.

A mitigation measure to halt ongoing erosion has been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- Non-erosive, native riparian trees and shrubs will be planted along the bank face according to the Revegetation Plan provided in Appendix V of the Draft EIR.

The type of vegetation proposed is native and indigenous that, if planted in the concentrations indicated, should help stabilize and protect the river bank and develop into shaded riverine aquatic (SRA) habitat which is necessary to the survival of wildlife, including the federally declared threatened and the state endangered winter-run chinook salmon.

Vegetation

Impact: Loss of bank vegetation due to trampling, induced erosion, and hazard removal.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Facts Supporting the Finding:

During low flows, boat owners can beach their boats and tie up to the trees on the bank face, then walk up the bank to their campsites. Walking up the sandy bank results in damage to vegetation and induces bank erosion.

A mitigation measure to compensate for past disturbances to bank vegetation has been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- The project proponent will revegetate the bank with riparian trees and shrubs as outlined in Appendix V of the Draft EIR. Vegetation to be planted along the bank

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face will include only those species which are helpful in controlling erosion and can withstand inundation and high flows.

The type of vegetation proposed is native and indigenous that, if planted in the concentrations indicated, should help stabilize and protect the river bank and develop into shaded riverine aquatic (SRA) habitat which is necessary to the survival of wildlife, including the federally declared threatened and the state endangered winter-run chinook salmon.

Impact: Continued use of the upland portion of the project site prevents the natural re-establishment of riparian vegetation.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

(b) Such changes or alterations are within the responsibility and jurisdiction of Sutter County and not the agency making the finding. Such changes have been adopted by Sutter County or can and should be adopted by Sutter County.

Facts Supporting the Finding:

The continued use of the upland portion of the site as a campground and parking area for the launch ramp requires maintenance activities that preclude the re-establishment of riparian vegetation on most of the site.

A mitigation measure to permit the re-establishment of riparian vegetation on a portion of the site has been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- The portion of the campground between the top of the bank and the interior paved road will be revegetated with riparian species per Appendix V of the Draft EIR.

The area proposed for planting is adjacent to the river and is designed to restore a continuous corridor of riparian vegetation between the up and down river parcels and thereby eliminate the fragmentation of wildlife habitat within this stretch of the river.

Impact: Continued use of the project site as a campground and parking area could adversely impact the riparian habitat both on-site and on the adjacent downstream parcel.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

(b) Such changes or alterations are within the responsibility and jurisdiction of Sutter County and not the agency making the finding. Such changes have been adopted by Sutter County or can and should be adopted by Sutter County.

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Facts Supporting the Finding:

Campground patrons and their pets may wander onto the downstream riparian parcel from the project site.

Mitigation measures to reduce human disturbance to the downstream riparian parcel have been identified to reduce this impact to a less-than-significant level. These measures are as follows:

- "No Trespassing" signs will be placed at the edge of the campground adjacent to the downstream riparian corridor.
- A notice explaining the sensitivity of riparian habitat will be posted on the bulletin board to further educate campground patrons of the importance of keeping pets and children within the confines of the campground.

These measures are designed to prevent trespass from the public campground to the adjacent private parcels on which viable and valuable riparian habitat remains. As the areas are not fenced from one another, it is easy for campground patrons to venture onto the adjacent properties and disturb the existing habitat, thereby compounding the loss of such habitat in the area.

Wildlife

Impact: Continued use of the site as a campground and parking area would allow human disturbance to continue and prevent the natural re-establishment of riparian vegetation on most of the site, thereby limiting its value as wildlife habitat.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

(b) Such changes or alterations are within the responsibility and jurisdiction of Sutter County and not the agency making the finding. Such changes have been adopted by Sutter County or can and should be adopted by Sutter County.

Facts Supporting the Finding:

Because ongoing maintenance, such as grass mowing and irrigation, is required to maintain the upland portion of the site as a campground, the natural re-establishment of riparian trees and shrubs is prevented. The site's value as wildlife habitat is limited to species which do not require dense cover and are tolerant of human disturbance and open space.

A mitigation measure to increase the value of the upland portion of the site has been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- The project proponent will revegetate the portion of the campground between the top of the bank and the interior paved road with riparian species according to Appendix V of the Draft EIR.

The area proposed for planting is adjacent to the river and is designed to restore a continuous corridor of riparian vegetation between the up and down river parcels and thereby eliminate the fragmentation of wildlife habitat within this stretch of the river.

Impact: Possible disturbance to documented Swainson's hawks nesting sites.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

(b) Such changes or alterations are within the responsibility and jurisdiction of the Department of Fish and Game (DFG) and the U.S. Army Corps of Engineers (Corps) and not the agency making the finding. Such changes have already been adopted by the Corps in its August 8, 1991 permit to the applicant.

Facts Supporting the Finding:

Marina construction may result in disturbances to Swainson's hawks whose nesting within 0.5 mile of the project site have been documented. The most likely time of human disturbance of this type to adversely impact nesting pairs would be from April through early August.

A mitigation measure to prevent disturbance to nesting Swainson's hawks has been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- Construction will not take place during the Swainson's hawk's nesting period, from March 15 through August 15, per the DFG's specifications. Instream construction may begin earlier than August 15 with DFG concurrence and approvals.

The delay in project activities will ensure that the Swainson's hawks which nest in the immediate vicinity are not disturbed during their critical nesting period. The project activities will thus not have an adverse impact on the propagation of a state listed species.

Fisheries

Impact: Potential impacts of pile driving to winter-run chinook salmon.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

(b) Such changes or alterations are within the responsibility and jurisdiction of the Department of Fish and Game (DFG) and U.S. Army Corps of Engineers (Corps) and not the agency making the finding. Such changes have already been adopted by the Corps in its August 8, 1991 permit to the applicant.

Facts Supporting the Finding:

Winter-run chinook salmon are present in the reach of the Sacramento River from San Francisco Bay to the Feather/Sacramento River confluence from mid-September through the end of May. Instream construction activities during these months could adversely impact individuals resulting in the unauthorized "take" of a federally threatened and state endangered species.

A mitigation measure to avoid impacts to winter-run chinook salmon has been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- Instream construction, i.e., pile driving, will occur between August 15 and September 15 to comply with 1993 DFG guidelines. Any extension of this time frame will require specific approval from DFG staff.

This time limitation will ensure that no salmon are in the area during construction activities, thus eliminating any potential disturbance or harm to a commercially valuable federal and state listed species.

Impact: Loss of shaded riverine aquatic (SRA) habitat.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Facts Supporting the Finding:

During low flows, boat owners can beach their boats and tie up to the trees on the bank face, then walk up the bank to their campsites. Walking up the sandy bank results in damage to vegetation and induces bank erosion. Also, construction and continued operation of the proposed marina will result in the removal of existing SRA habitat.

A mitigation measure to halt disturbances to bank vegetation have been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- The project proponent will revegetate the bank with riparian trees and shrubs as outlined in Appendix V of the Draft EIR. Vegetation to be planted along the bank face will include only those species which are helpful in controlling erosion and can withstand inundation and high flows.

The type of vegetation proposed is native and indigenous that, if planted in the concentrations indicated, should help stabilize and protect the river bank and develop into shaded riverine aquatic (SRA) habitat which is necessary to the survival of wildlife, including the federally declared threatened and the state endangered winter-run chinook salmon.

Water Quality

Impact: Discharge of untreated sewage or gray water into the Sacramento River.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Facts Supporting the Finding:

Boaters could adversely impact water quality by discharging untreated sewage (human body waste) or gray water (kitchen, bath, and shower waste), into the river either accidentally or intentionally. Vessel wastes disposed of improperly can have significant impacts on water quality and public health, particularly if discharged into areas of minimal dispersion and flushing.

A mitigation measure to prevent illegal discharge of untreated sewage or gray water has been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- A pump-out facility, consisting of a 500-gallon tank mounted on a floating barge, will be positioned at the upstream end of the main dock. It will have a clamp-on adaptor to fit over the boat outlet, forming an air-tight seal and creating a vacuum. The marina manager will assist boaters in its use and will lock the pump-out when not in use.

The provision of a facility into which boaters within the marina or those using the launch ramp may empty their holding tanks should reduce or eliminate the tendency to discharge sewage or gray water into the river environment.

Impact: Potential for increased litter in the river due to increased number of boats in the immediate area and the continuing use of the upland.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Facts Supporting the Finding:

The project could contribute to increased litter in the Sacramento River due to the presence of a new instream marina, the introduction of additional vessels on the river, and continued use of the upland facilities.

A mitigation measure to prevent improper trash disposal has been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- Sufficient trash receptacles will be placed along the docks. The SLC lease will contain conditions to promote recycling efforts and requirements for refuse containers and frequency of garbage pickup.

The provision of a facilities into which boaters within the marina or those using the launch ramp may dispose of their trash should reduce or eliminate the tendency to throw refuse into the river environment.

Impact: Live-aboards at marina would contribute to discharges.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Facts Supporting the Finding:

The addition of a marina at the project site could encourage "live-aboards". Residential use is not considered a public trust use because it is for a purely private purpose that is unrelated to, not dependent upon, and does not further the particular water dependent purposes for which tidelands are uniquely suited. Therefore, it is not an appropriate use of the State's sovereign lands.

A mitigation measures to prevent "live-aboards" has been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- Lease conditions prohibiting live-aboards and thus full-time residential use of state submerged lands will be included in the lease agreement between the lessor and the Applicant.

Impact: Turbidity caused by boat props in near shore area where water depths during one third of the year may be 3 feet or less.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Facts Supporting the Finding:

Water depths may not be adequate during low flow years for boats using the side-tie area.

Mitigation measures to prevent excessive turbidity have been identified to reduce this impact to a less-than-significant level. These measures are as follows:

- In order to avoid potential problems resulting from insufficient navigational depths beneath the marina facility and insufficient clearance between the marina facility and the bank (including, but not limited to navigational obstructions, reduced revenues, environmental damage, and a need for dredging), Lessee shall provide to Lessor, prior to construction, documentation demonstrating that a minimum of three (3) feet clearance above the river bottom at the project will exist seventy-five (75) percent of the time during the low flow months of June-August, in a twenty (20) foot wide area to the landward side of the side-tie dock.

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- If necessary, limit boat size and operations within areas where water depths are 3 feet or less, e.g., restricting the use of engines within such areas of shallow water.

Land Use

Impact: Potential use of the leach field and replacement area for vehicular parking.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

(b) Such changes or alterations are within the responsibility and jurisdiction of Sutter County as well as the agency making the finding. Such changes have been adopted by Sutter County or can and should be adopted by Sutter County.

Facts Supporting the Finding:

Currently, the leach field and replacement area are not separated from the remainder of the lower parking area. During busy summer weekends, cars could inadvertently park over the leach field potentially damaging it which could result in the release of sewage into the campground area or the river.

Mitigation measures to prevent parking in the leach field have been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- Areas designated for vehicular parking will be indicated by appropriate markings. The leach field and replacement area will be roped off on a permanent basis and designated as a "No Parking" area.

The elimination of vehicular use of the leach field area will prevent the potential adverse impacts above identified.

Impact: Potential for live-aboards at the marina.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Facts Supporting the Finding:

The addition of a marina at the project site could encourage "live-aboards". Residential use is not considered a public trust use because it is for a purely private purpose that is unrelated to, not dependent upon, and does not further the particular water dependent purposes for which tidelands are uniquely suited. Therefore, it is not an appropriate use of the State's sovereign lands.

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A mitigation measure to prevent "live-aboards" has been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- Lease conditions prohibiting full-time residential use of boats will be included in the lease agreement between the lessor and the Applicant.

Public Services and Utilities

Impact: Potential for spills during the transfer of sewage from boats to the pump-out facility or from the pump-out to tank trucks.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Facts Supporting the Finding:

Sewage spills could occur in the river during the transfer of sewage from boats to the pump-out facility or from the pump-out to tank trucks that will remove the material from the site and dispose it at a local sewage treatment facility.

Mitigation measures to prevent accidental sewage spills have been identified to reduce this impact to a less-than-significant level. These measures are as follows:

- A licensed septic tank pumper will be retained to pump the sewage from the pump-out facility on the floating barge to approved septic pumper trucks and dispose of the contents in a sewage treatment plant operation under permit from the appropriate agency having jurisdiction.
- The marina manger will assist boaters in using the pump-out to minimize the potential for accidental spills. When not in use, the pump-out will be locked to prevent unauthorized use.

Impact: Increased volume of solid waste on-site.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Facts Supporting the Finding:

A larger volume of solid waste will result from the increase in the number of boats and patrons using the marina and launch ramp.

A mitigation measure to handle the increased volume of solid waste has been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- Sufficient containers will be provided on the docks for trash and recyclable materials. Containers will be covered and emptied regularly. The marina manager will promote recycling by having the appropriately-marked containers available.

The provision of a facilities into which boaters within the marina or those using the launch ramp may dispose of their trash should reduce or eliminate the tendency to throw refuse into the river environment.

Impact: Inadequacy of existing septic system capacity.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

(b) Such changes or alterations are within the responsibility and jurisdiction of Sutter County as well as the agency making the finding. Such changes have been adopted by Sutter County or can and should be adopted by Sutter County.

Facts Supporting the Finding:

Without certain conditions the existing septic system capacity may not be adequate for the campground and proposed marina.

Mitigation measures to ensure that the existing septic system will be adequate for the continued use of the upland facilities and the new marina have been identified to reduce this impact to a less-than-significant level. These measures are as follows:

- A restriction will limit the use of the shower facilities to only persons renting any of the 44 RV campsites. The showers will be kept locked, with keys available only to campground patrons.
- The rest room/shower facility will be closed from November 1 - March 31 each year. The main septic tank will be pumped and filled with water upon the November 1 closing.

The restrictions are designed to ensure that the inflow into the septic system does not exceed its capacity.

Impact: Continued use of existing septic system for two employee RV trailers.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

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(b) Such changes or alterations are within the responsibility and jurisdiction of Sutter County and not the agency making the finding. Such changes have been adopted by Sutter County.

Facts Supporting the Finding:

In January, 1993, the Sutter County Environmental Health Department requested that the inlet and outlet "T" be replaced by an ABS "T" and that the exit lines be changed from PVC to ABS Schedule 40 line.

A mitigation measure to reduce the impact to the existing septic system has been specified to reduce this impact to a less-than-significant level. This measure is as follows:

- The applicant will complete the necessary replacement work and have it verified and approved by Sutter County.

Impact: Need for additional rest rooms.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

(b) Such changes or alterations are within the responsibility and jurisdiction of Sutter County and not the agency making the finding. Such changes have been adopted by Sutter County or can and should be adopted by Sutter County.

Facts Supporting the Finding:

Additional site usage may overtax the existing toilet facilities.

A mitigation measure to ensure that the existing facilities are not overused has been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- If the operation of the marina results in a need for additional rest rooms, portable, temporary toilets will be brought in and placed on the upland portion of the site according to conditions set forth by the Sutter County Health Department.

Aesthetics

Impact: Changes to the existing viewshed due to the installation of marina facilities and the addition of covered berths in existing open space.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

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Facts Supporting the Finding:

Construction and operation of a marina and covered boat berths in an area where there are currently no in river facilities will alter the view of the river and shoreline from the river.

Mitigation measures to reduce visual impacts and minimize glare have been identified to reduce this impact to a less-than-significant level. These measures are as follows:

- Marina roofs will be painted pale blue and coated with a silicon-modified polyester finish to minimize glare and blend with aquatic surroundings.
- Connections for new PG&E lines will run along the base of the access ramps.

Light and Glare

Impact: New lighting sources and adverse effects on wildlife.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Facts Supporting the Finding:

Constructing a marina at the project site would introduce new lighting sources in the river which may affect wildlife in the immediate and adjacent areas.

A mitigation measure to reduce the effects of new lighting have been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- Dock lighting will be low-intensity in nature and will be directed downward toward the docks and not toward the adjacent riparian zone.

By limiting the intensity of the lighting and controlling its direction, the ability to access the marina after dark will be preserved and the adjacent riparian zone will remain relatively dark to the benefit of nocturnal wildlife in the adjacent riparian habitat.

Risk of Upset and Human Safety

Impact: Increased potential for fuel spills from portable containers.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Facts Supporting the Finding:

Minor fuel spills occur when owners bring their own fuel to small boats in portable containers.

Mitigation measures to reduce the occurrence of fuel spills have been identified to reduce this impact to a less-than-significant level. These measures are as follows:

- The owner will prepare a fuel spill prevention and cleanup plan and file it with the SLC for its review and approval. After approval, a copy of the plan will be filed with Sutter County.
- The owner will purchase fuel containment equipment for use in case of an accident. Coil containment netting will be stored at a specific location on the docks for use, as specified in the fuel prevention plan, in an emergency.
- Marina patrons and employees will be cautioned on small scale fueling procedures and the importance of avoiding spills.

Although the emphasis is on the prevention of oil or gasoline spills into the river, emergency procedures need to be in place to minimize the impacts of such spills on water quality and aquatic and riparian zone resources as well as to private property.

Impact: Potential for fuel spills resulting from leakage of a boat's on-board fuel tank.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Facts Supporting the Finding:

Fuel spills could result from leakage of a boat's on-board fuel tank. This is not only damaging to water quality but it also constitutes a public health and safety impact.

A mitigation measure to reduce the occurrence of fuel spills has been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- One of the provisions in the marina leases will require all lessees to maintain their boats in a safe operating condition.

Equipment that is maintained in good working order is less likely to leak or rupture, thus preventing the release of fuel into the river.

Impact: Large floating debris travelling downriver during high flows could become trapped in the debris deflector and damage boats or to the marina itself.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Facts Supporting the Finding:

During high flows, large floating debris could become lodged in the debris deflector posing a threat to boats or to the marina itself.

A mitigation measure to reduce the accumulation of large floating debris has been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- A work boat with a grappling hook attached to it will be used to tow large debris that becomes lodged in the debris deflector to the launch ramp. It will then be cut up and removed from the site.

Impact: Excessive boat speed in this section of the river.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Facts Supporting the Finding:

Many boaters do not obey the 5 mph speed limit posted at the project site. This has resulted in a unsafe situations, especially on busy summer weekends, and has resulted in accidents between idling boats and craft traveling up the river at high speeds.

A mitigation measure to reduce speeding in the vicinity of the project site has been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- Speed limit signs with "5 MPH Zone" and "No Wake Zone" will be painted in black and red on a white background and posted on the docks so that they are visible to boaters going in either direction. Existing signs on the bank will be repainted to be more visible.

Cultural Resources

Impact: Possible discovery of previously unknown cultural resources during construction activities.

Finding: (a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Facts Supporting the Finding:

Cultural materials may be buried on the site, leaving no surface indications of their presence.

A mitigation measure to reduce the possibility of disturbing cultural resources has been identified to reduce this impact to a less-than-significant level. This measure is as follows:

- If any previously unknown cultural resources are encountered during construction, work in the immediate area will be stopped until a professional archaeologist can be consulted.

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EXHIBIT "G"

MITIGATION MONITORING PLAN

(Revised 5/26/94)

Assembly Bill 3180, passed by the California Legislature in the 1987-88 session, added Section 21081.6 to the Public Resources Code as follows:

"When making the findings required by subdivision (a) of Section 21081 or when adopting a negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the public agency shall adopt a reporting or monitoring program for the changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation."

This Mitigation Monitoring Program applies to environmental impact mitigation measures, adopted project alternatives, or project alterations which were required to reduce environmental impacts, as adopted as part of EIRs or Negative Declarations. These measures can be imposed either as conditions of project approval or through direct changes in the approved project plans. Mitigation monitoring is required on all projects approved after December 31, 1988.

The State Lands Commission (SLC) will be required by state law to establish a Mitigation Monitoring Program for the Verona Marina project. The program should, at a minimum, identify the following:

- What department is responsible for monitoring the mitigation?
- What is being monitored?
- How monitoring is conducted?
- What schedule is required to provide adequate monitoring?
- What identifies the monitoring as complete?

As part of the Draft EIR, a Mitigation Monitoring Program has been prepared which includes verification of each action required of the project proponent to meet the conditions of approval for each mitigation measure. This will enable the SLC to prepare a fully compliant Mitigation Monitoring Program as part of the Final EIR.

The mitigation monitoring recommendation follows each identified mitigation measure and is organized as follows:

Impact
Mitigation Measure
Responsible Party
Time of Implementation
Verified By

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PROJECT-RELATED IMPACTS AND MITIGATION MONITORING

HYDROLOGY AND RIVER GEOMORPHOLOGY

Impact: Continued erosion of the bank could eventually threaten footings of the marina access ramps.

Mitigation: Non-erosive, native riparian trees and shrubs will be planted along the bank face according to the Revegetation Plan provided in Exhibit D - Lease Form.

Responsible Party: Project applicant.

Time of Implementation: Spring following project approval, once high waters have subsided.

Verified by: State Lands Commission.

TOPOGRAPHY, GEOLOGY, SOILS, AND SEISMIC HAZARDS

Impact: Disturbance to upland soils to anchor the footings of the two access ramps.

Mitigation: To prevent erosion, ground cover (e.g. vegetation, gravel, or concrete) will be established on any areas that are disturbed during construction and do not revegetate naturally. This includes sites where access ramps are placed.

Responsible Party: Project applicant.

Time of Implementation: Immediately following construction.

Verified by: Reclamation District 1001.

AIR QUALITY

Impact: Although the proposed project will not result in any significant adverse impacts to air quality, the following are suggested to ensure best construction and operating practices.

Mitigation: The contractor will follow the standard dust control measures.

The contractor will ensure that all diesel engines used for construction of the new marina will be properly maintained and operated to reduce emissions of NOx.

Responsible Party: Construction contractor.

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Time of
Implementation: During marina construction.

Verified by: State Lands Commission.

Impact: Air pollution from boats.

Mitigation: The Verona Marina will have a lease requirement, enforceable by the marina manager, to ensure that long-term lessees maintain their boat engines in compliance with all applicable pollution control measures and exercise their best efforts to reduce individual and collective contributions to air pollution.

Responsible Party: Project applicant.

Time of
Implementation: Prior to berth occupation.

Verified by: State Lands Commission.

VEGETATION

Impact: Loss of bank vegetation due to trampling, induced erosion, and hazard removal.

Mitigation: The project proponent will revegetate the bank with riparian trees and shrubs. Vegetation to be planted along the bank face will include only species with extensive root systems that are helpful in controlling erosion and can withstand inundation and high flows (see Exhibit D - Lease Form).

Signs will be posted requesting boaters to stay off the bank and to use the access ramps and/or boat launch.

Responsible Party: Project applicant.

Time of
Implementation: Spring following project approval, once high waters have subsided.

Verified by: State Lands Commission.

Impact: Continued use of the upland portion of the project site prevents the natural reestablishment of riparian vegetation.

Mitigation: The project proponent will revegetate that portion of the campground between the interior paved road and the top of the bank. A revegetation plan for this area is provided in Appendix V of the EIR.

Responsible Party: Project applicant.

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Time of Implementation: Following marina construction.

Verified by: Sutter County.

Impact: Continued use of the project site as a campground and parking area could adversely impact the riparian habitat both on-site and on the adjacent downstream parcel.

Mitigation: "No Trespassing" signs will be placed at the edge of the campground adjacent to the downstream riparian corridor. These will explain the sensitivity of this habitat type for wildlife and a warning that it is private property.

Keeping pets on leashes is already included in the campground rules; however, a notice explaining the sensitivity of riparian habitat will be posted on the bulletin board to further educate campground patrons of the importance of keeping pets and children within the confines of the campground.

Responsible Party: Project applicant.

Time of Implementation: Spring following project approval, once high waters have subsided.

Verified by: Sutter County and State Lands Commission (only where mitigation is applicable on lands within its jurisdiction).

WILDLIFE

Impact: Wildlife associated with adjacent riparian corridors may be affected by increased noise, lighting and human presence resulting from the proposed marina and hazard tree removal.

Mitigation: New lighting contained in the roofs of the covered docks will be directed downward, toward the docks, and not toward the adjacent riparian zones. Task lighting mounted on the covered side-tie docks will be dim and will illuminate the immediate area only. The bank face will be revegetated and people kept off. (See Vegetation Mitigation Measures.)

Responsible Party: Project applicant.

Time of Implementation: During marina construction.

Verified by: State Lands Commission.

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Impact: Possible disturbance to nesting Swainson's hawks.

Mitigation: No instream construction will take place during the Swainson's hawk's nesting period, March 15 through August 15, per Department of Fish and Game's specifications. Instream construction may begin earlier than August 15 with Department of Fish and Game concurrence and approvals.

Responsible Party: Project applicant.

Time of Implementation: Prior to project construction.

Verified by: Department of Fish and Game.

Impact: Continued use of the site as a campground and parking area would continue human disturbance and prevent the natural reestablishment of riparian vegetation on most of site, thereby limiting its value as wildlife habitat.

Mitigation: The area between the top of the bank and the interior paved road will be revegetated with riparian species, as discussed in the Revegetation Plan (see Appendix V of the EIR).

Responsible Party: Project applicant.

Time of Implementation: Immediately following marina construction.

Verified by: Sutter County.

FISHERIES

Impact: Potential impacts of pile driving to winter-run chinook salmon.

Mitigation: Pile driving activities will be completed between August 15 and September 15 to comply with 1993 Department of Fish and Game guidelines. Any extension of this timeframe will require specific approval from Department of Fish and Game staff.

Responsible Party: Project applicant.

Time of Implementation: During marina construction and prior to September 15, 1994.

Verified by: Department of Fish and Game.

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Impact: Loss of SRA cover.

Mitigation: Revegetation of bank and keeping people off. (See Vegetation Mitigation Measures.)

Responsible Party: Project applicant.

Time of Implementation: Life of project.

Verified by: State Lands Commission.

WATER QUALITY

Impact: Discharge of untreated sewage or gray water into the Sacramento River.

Mitigation: A pump-out facility, consisting of a 500-gallon tank mounted on a floating barge, will be placed at the upstream end of the main dock. The pump-out will have a clamp-on adaptor that will fit over the boat outlet, forming an air-tight seal, thereby creating a vacuum. Boaters will be assisted by the marina manager when using the pump-out to minimize the potential for accidental spills. The pump-out will be kept locked when not in use.

Responsible Party: Project applicant.

Time of Implementation: Throughout life of project.

Verified by: State Lands Commission.

Impact: Potential for increased litter due to increased number of boats in the immediate area.

Mitigation: Sufficient trash receptacles will be placed along docks. The State Lands Commission lease will contain conditions to promote recycling efforts, requirements for refuse containers and frequency of garbage pickup, and conditions to curb the use of polystyrene foam containers and packaging in and around the marina. Trash will be disposed of in the 5-cubic-yard solid waste receptacle located on-shore for weekly pick-up by Yuba-Sutter Waste Disposal.

Live-aboards will not be permitted at the marina. Regulations prohibiting part-time and full-time residential use of boats docked at the Verona Marina shall be included in the lease agreement between lessees and management.

Responsible Party: Project applicant.

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Time of
Implementation: Throughout life of project.

Verified by: State Lands Commission.

Impact: Accidental fuel spills, petroleum hydrocarbon spills, and leaks.

Mitigation: The owner will prepare a fuel spill cleanup plan and file it with the State Lands Commission for its review and approval. After approval, a copy of the plan shall also be filed with Sutter County.

Engine and hull washing will be prohibited in the marina. Berth rental agreements shall include restrictions on maintenance activities at the marina, including bottom paint removal or application. Maintenance activities will be limited to minor repairs.

Responsible Party: Project applicant.

Time of
Implementation: Throughout life of project.

Verified by: State Lands Commission.

Impact: Live-aboards at Marina would contribute to discharges.

Mitigation: Live-aboards will not be permitted. This will be included in lease agreement between lessees and Verona Marina.

Responsible Party: Project applicant.

Time of
Implementation: Lease condition.

Verified by: State Lands Commission

Impact: Turbidity caused by boat engines in near-shore area (less than 3 feet clearance).

Primary
Mitigation: State Lands Commission lease condition (Section 2, Paragraph 2A) will insure construction of the marina in a location with sufficient water depths.

Secondary
Mitigation: Limit boat size and operations in side-tie area, based on engineered project design.

Responsible Party: Project applicant.

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Time of Implementation: During operations.

Verified by: State Lands Commission.

LAND USE

Impact: Potential use of the leach field and replacement area for vehicular parking.

Mitigation: All marina, launch ramp, and campground patrons shall use only those areas designated as parking spaces for vehicular and trailer parking. The leach field and replacement area shall be roped off on a permanent basis and designated as a "No Parking" area.

Responsible Party: Project applicant.

Time of Implementation: Prior to project approval.

Verified by: Sutter County Planning Department.

Impact: Potential for live-aboards at the marina.

Mitigation: Marina regulations prohibiting full-time residential use of boats docked at the Verona Marina shall be included in the lease agreement between lessees and Verona Marina.

Responsible Party: Project applicant.

Time of Implementation: Prior to occupation of berths by new lessees.

Verified by: State Lands Commission.

Impact: Sutter County condition for project approval - Flood Damage Prevention Ordinance.

Mitigation: The project proponent shall provide evidence of the construction date for all existing structures in the floodplain, to the satisfaction of the Sutter County Flood Plain Administrator. The project proponent shall also be required to obtain any floodplain administration permits for structures constructed after April, 1968, as determined by the Flood Plain Administrator.

Responsible Party: Project applicant.

Time of Implementation: Prior to project approval.

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Verified by: Sutter County Flood Plain Administrator.

Impact: Housing and Community Development's condition for project approval - ABS Schedule 40 solid sewer line.

Mitigation: The project proponent shall demonstrate to the satisfaction to HCD and the Sutter County Environmental Health Department, that the two employee RV trailers are connected to an ABS Schedule 40 solid sewer line.

Responsible Party: Project applicant.

Time of Implementation: Prior to project approval.

Verified by: State of California Housing and Community Development Department and Sutter County Environmental Health Department.

AESTHETICS

Impact: Changes to the existing viewshed due to the installation of marina facilities and the addition of covered berths in existing open space.

Mitigation: Marina roofs will be painted pale blue and coated with a silicon-modified polyester finish to minimize glare and blend with aquatic surroundings.

Connections for new PG&E lines will run along the base of the access ramps.

Responsible Party: State Lands Commission.

Time of Implementation: During marina construction.

Verified by: State Lands Commission.

NOISE

Impact: Increased noise levels during construction phase.

Mitigation: Pile driving will be restricted to normal daytime working hours, from 7 a.m. to 7 p.m., on weekdays.

Responsible Party: Construction contractor.

Time of Implementation: During pile driving phase of construction.

Verified by: Sutter County Planning Department.

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TRANSPORTATION/CIRCULATION

Impact: Safety hazards along Garden Highway.

Mitigation: To reduce the potential of creating a safety hazard along Garden Highway during peak-use periods, a staff person will direct traffic at the entrance driveway. When all parking areas are full, vehicles will be directed to auxiliary parking areas across the levee, or directed to return at another time. Those persons wishing to launch their boats would be permitted to do so with the understanding that they would have to park in auxiliary parking areas. This would avoid the formation of queues along Garden Highway.

Responsible Party: Project applicant.

Time of Implementation: During those times when campground and parking areas approach capacity (e.g., summer holiday weekends).

Verified by: Sutter County Planning Department.

PUBLIC SERVICES AND UTILITIES

Impact: Spills during the transfer of sewage from boats to the pump-out facility, or from the pump-out to tank trucks.

Mitigation: A licensed septic tank pumper will be retained to pump the sewage from the pump-out facility on the floating barge to approved septic pumper trucks and dispose of the contents in a sewage treatment plant operating under permit from the appropriate agency having jurisdiction (Yuba-Sutter Waste Disposal).

The marina manager will assist boaters in using the pump-out facility to minimize the potential for accidental spills. When not in use, the pump-out will be locked to prevent unauthorized use.

Responsible Party: Project applicant.

Time of Implementation: Throughout life of project.

Verified by: Sutter County Environmental Health Department/State Lands Commission.

Impact: A larger volume of solid waste will result from the increased number of boats on-site.

Mitigation: Verona Marina shall provide containers for trash, refuse, and recyclable materials. The containers shall be provided and emptied.

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regularly. The marina manager shall be responsible for recycling. Signs on the trash receptacles shall indicate recycling for glass, aluminum, and paper. No prepared food in polystyrene foam containers or packaging of a type, design, and condition appropriate to the preparation of food for consumption on or off the premises shall be provided for sale at the Verona Marina. Additionally, the marina manager shall be responsible for arrangements with Yuba-Sutter Waste Disposal, if the marina should result in a need for additional or larger-capacity dumpsters, or more frequent pickup.

The marina manager shall not provide for sale, or allow other parties to provide, any prepared food in polystyrene foam containers or packaging, nor shall it keep on the premises any polystyrene foam containers or packaging of a type, design, and condition appropriate to the preparation of food for consumption on or off its premises.

Responsible Party: Project applicant.

Time of Implementation: Throughout the life of the project.

Verified by: Sutter County Environmental Health Department/State Lands Commission.

Impact: Existing septic system capacity.

Mitigation: A restriction shall be placed on the use of the shower facilities to persons renting one of the 44 RV spaces. The showers will be kept locked, with keys available only to RV space renters.

The restroom/shower facility shall be closed from November 1 to March 31 each year, and the main septic tank is to be pumped and filled with water upon the November 1 closing.

The number of vehicle parking spaces available, exclusive of the 44 RV spaces shall be limited to 75.

Responsible Party: Project applicant.

Time of Implementation: Prior to project approval and November 1 of each year.

Verified by: Sutter County Environmental Health Department.

Impact: Continued use of existing septic system for two employee RV trailers.

Mitigation: The project proponent shall also demonstrate to the satisfaction of HCD and Sutter County Environmental Health Department that the septic system serving the two employee RV trailers is connected to an ABS Schedule 40 sewer line.

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MINUTE PAGE	1941

Responsible Party: Project applicant.

Time of Implementation: Prior to project approval.

Verified by: Housing and Community Development Department and Sutter County Environmental Health Department.

Impact: Need for additional restrooms.

Mitigation: If need arises, portable toilets will be brought in and placed on upland portion of site according to conditions set forth by Sutter County.

Responsible Party: Project applicant.

Time of Implementation: During operations.

Verified by: Sutter County

LIGHT AND GLARE

Impact: Continued use of existing seven pole-mounted sodium lights in the upland portion of the project site.

Mitigation: Existing lighting on the upland portion of the project site will be directed downward to minimize the amount of illumination in the campground and adjacent vegetation. To reduce the brightness of the existing campground lights, the candlepower could be reduced from 100- and 150-foot to 60-foot.

Responsible Party: Project applicant.

Time of Implementation: Following marina construction.

Verified by: Sutter County Planning Department.

Impact: Introduction of new lighting sources in the river may affect wildlife.

Mitigation: Lighting contained in the roofs of the covered docks will be directed downward toward the docks and not toward the adjacent riparian zone and campground.

Responsible Party: Project applicant.

Time of Implementation: During dock construction.

Verified by: State Lands Commission.

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MINUTE PAGE	1942

RISK OF UPSET AND HUMAN SAFETY

Impact: Increased potential for fuel spills from portable containers.

Mitigation: The owner will prepare a fuel prevention and cleanup plan and file it with the State Lands Commission for its review and approval prior to the operation of the marina. After approval, a copy of the plan shall also be filed with Sutter County. The marina manager will be responsible for implementation of this plan in the event of a spill. Marina patrons and employees will be cautioned on small scale fueling procedures and the importance of avoiding spills.

Verona Marina will maintain fuel containment equipment, i.e., containment booms and absorbent materials, for use in case of an accident. Coil containment netting will be stored at a specific location on the docks for use in case of an emergency such as an explosion or severe boat damage. If a fuel spill occurs, containment netting would be placed in the river to prevent fuel from contaminating other boats docked at the marina. The U.S. Coast Guard and other emergency response agencies would be notified, as appropriate.

Responsible Party: Project applicant.

Time of Implementation: Prior to marina operation.

Verified by: State Lands Commission and Sutter County Planning Department.

Impact: Potential for fuel spills resulting from leakage of a boat's on-board fuel tank.

Mitigation: Lease provision requiring all lessees to maintain their boats in safe operating condition.

Responsible Party: Project applicant.

Time of Implementation: Prior to marina occupancy.

Verified by: State Lands Commission.

Impact: Speeding in this section of the river.

Mitigation: Speed limit signs with "5 mph Zone" and "No Wake Zone" will be painted in black and red on a white background and posted on the docks so that they are visible to boaters going in either direction on the river. Existing signs on the bank will be repaired.

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MINUTE PAGE	1943

Responsible Party: Project applicant.

Time of Implementation: Prior to marina operation.

Verified by: State Lands Commission.

Impact: Large floating debris travelling down river during high flows could become trapped in the debris deflector and damage boats or the marina.

Mitigation: A work boat with a grappling hook attached will be used to tow large debris that becomes lodged in the debris deflector.

Responsible Party: Project applicant.

Time of Implementation: Throughout the life of the project, as necessary.

Verified by: State Lands Commission.

CULTURAL RESOURCES

Impact: Although no significant impacts were identified, the following is recommended as a precaution.

Mitigation: If any previously unknown cultural resources are encountered during construction, work in the immediate area will be stopped until a professional archaeologist can be consulted.

Responsible Party: Construction contractor.

Time of Implementation: During construction.

Verified by: Sutter County Planning Department.

CALENDAR PAGE	92.69
MINUTE PAGE	1944