

**CALENDAR ITEM
C33**

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PRC 3934.1

T. Lipscomb

ASSIGNMENT AND AMENDMENT OF LEASE

LESSEE/ASSIGNOR:

Ronnie Green

ASSIGNEE(S):

Charlie Streckfuss

Ruben Roncancio and

Cindy Roncancio

AREA, LAND TYPE, AND LOCATION:

3.43 acres, more or less, of tide and submerged lands in Three Mile Slough, near the city of Rio Vista, adjacent to Sherman Island, Sacramento County.

AUTHORIZED USE:

Continued use and maintenance of an existing commercial marina which includes approximately 750 linear feet of open dockage, including a gas and accommodation dock, and six covered boatsheds which contain sixty-six berths.

LEASE TERM:

30 years, beginning April 25, 1983.

CONSIDERATION:

\$6,019.65 per year; with the State reserving the right to fix a different rent periodically during the lease term, as provided in the lease.

OTHER PERTINENT INFORMATION:

1. On July 21, 1983, the Commission authorized issuance to Everette Lombardo-Nichols and Carol I. Reynolds, dba Outrigger Marina, of a 30-year General Lease-Commercial Use, effective April 25, 1983, for a commercial marina located in Three Mile Slough, adjacent to Sherman island, near the city of Rio Vista, Sacramento County.

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2. In May, 1990, Ronnie Green acquired the marina under Chapter 11 Bankruptcy Case No. 987-03610-C-11. On January 6, 1996, Anthony and Nancy McAfee bought the marina from Ronnie Green. On April 17, 2000, Anthony and Nancy McAfee filed under Chapter 7 Bankruptcy Case No. 0091483-7 and Michael D. McGranahan was appointed as Trustee. Ronnie Green closed the sale and subsequently acquired the Lease by assignment on February 5, 2001.
3. Charlie Streckfuss, Ruben Roncancio, and Cindy Roncancio currently have a contract for the purchase of the Outrigger Marina from Ronnie Green and have applied for assignment of the Lease.
4. In addition to the Assignment, the lease will be amended to increase the surety bond from \$5,000 to \$20,000. In addition, the lease will be amended to result in the facility being subject to and governed by the provisions of the Commission's current lease document, which contains specific terms and conditions to protect the environment, through management practices designed to prevent discharges of materials harmful to aquatic resources. These provisions specifically address: 1) the collection and management of refuse from boaters, 2) prohibition of polystyrene foam containers and packaging, 3) prohibitions against any bottom paint application or removal and engine and hull washing, 4) prevention and control of fuel spills, 5) conservation of natural resources, and 6) hazardous wastes, toxic substances or similar materials.

Furthermore, the lease will be amended to contain provisions that will implement the Commission's "Best Management Practices for Marina Owners/Operators" and encourage implementation of the Commission's "Best Management Practices for Berthholders and Boaters", including additional Best Management Practices (BMPs) the Commission subsequently deems appropriate for either of the above categories. Lessee shall post the BMPs for Berthholders and Boaters" in prominent places within the lease premises. The Lessee shall provide the Commission, on the first anniversary of the lease and tri-annually thereafter, a report on compliance with all BMPs.

5. The regulation and inspection of the above ground gasoline storage tanks is the responsibility of the Regional Water Quality Control Board. According to the Sacramento County Hazardous Materials Division, this storage facility was last inspected in 2001. No violations were noted.

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6. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines [Title 14, California Code of Regulations, section 15060(c)(3)], the staff has determined that this activity is not subject to the provisions of the CEQA because it is not a "project" as defined by the CEQA and the State CEQA Guidelines.

Authority: Public Resources Code section 21065 and Title 14, California Code of Regulations, sections 15060 (c)(3) and 15378.

EXHIBITS:

- A. Site Plan
- B. Location Map

PERMIT STREAMLINING ACT DEADLINE:

N/A

RECOMMENDED ACTION:

IT IS RECOMMENDED THAT THE COMMISSION:

CEQA FINDING:

FIND THAT THE ACTIVITY IS NOT SUBJECT TO THE REQUIREMENTS OF THE CEQA PURSUANT TO TITLE 14, CALIFORNIA CODE OF REGULATIONS, SECTION 15060(c)(3) BECAUSE THE ACTIVITY IS NOT A PROJECT AS DEFINED BY PUBLIC RESOURCES CODE SECTION 21065 AND TITLE 14, CALIFORNIA CODE OF REGULATIONS, SECTION 15378.

AUTHORIZATION:

1. AUTHORIZE THE ASSIGNMENT OF LEASE NO. PRC 3934.1, A GENERAL LEASE-COMMERCIAL USE, SHOWN ON EXHIBIT A ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF, FROM RONNIE GREEN TO CHARLIE STRECKFUSS, RUBEN RONCANCIO, AND CINDY RONCANCIO; EFFECTIVE ON THE CLOSE OF ESCROW BUT NO LATER THAN OCTOBER 31, 2005.
2. AUTHORIZE THE AMENDMENT OF GENERAL LEASE – COMMERCIAL LEASE NO. PRC 3934.1, TIDE AND SUBMERGED LANDS SHOWN ON EXHIBIT A ATTACHED AND

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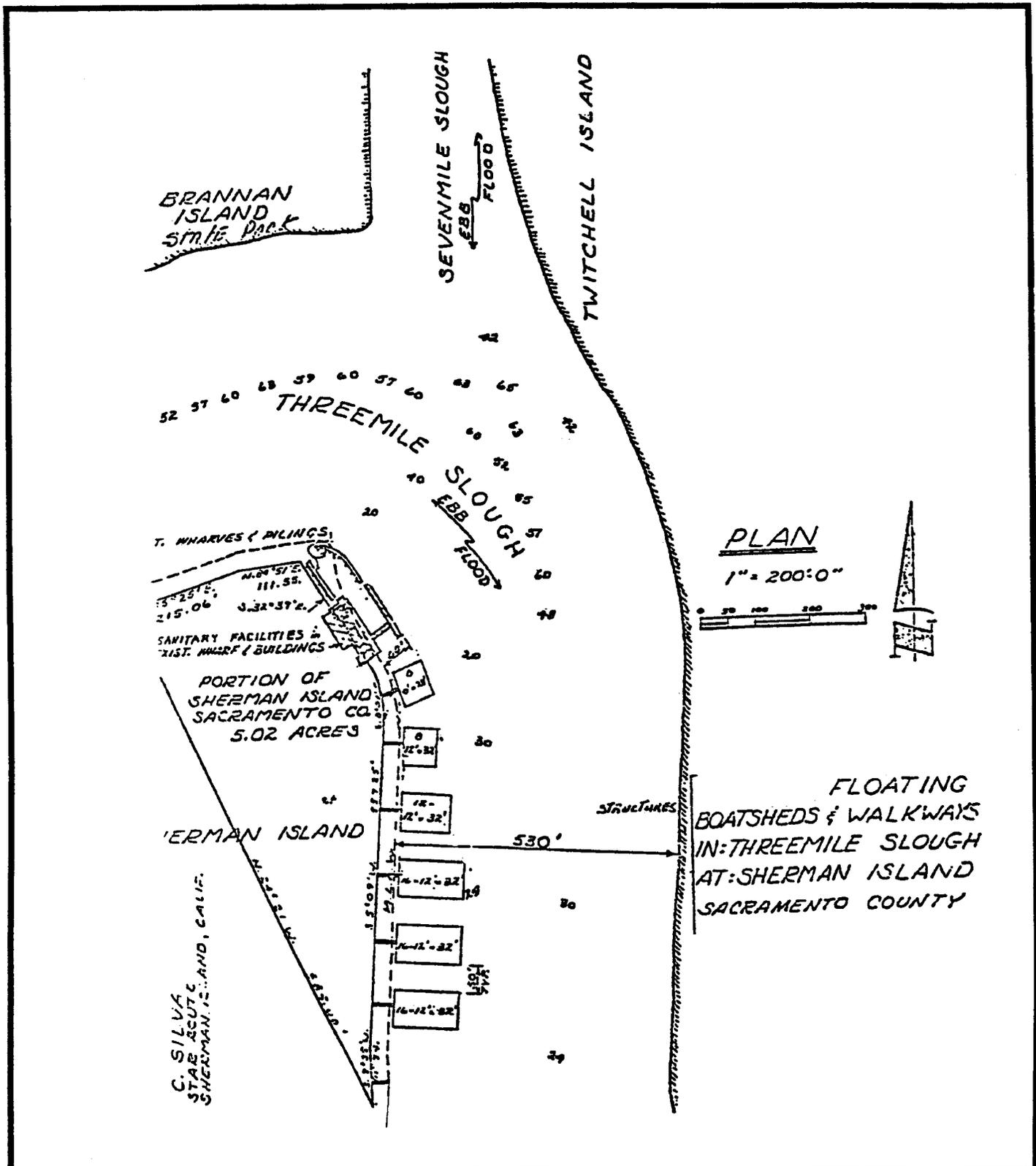
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BY THIS REFERENCE MADE A PART HEREOF, EFFECTIVE ON THE CLOSE OF ESCROW BUT NO LATER THAN OCTOBER 31, 2005, TO A) INCREASE THE SURETY BOND TO \$20,000; AND 2) TO ADD PROVISIONS TO SECTION 2, AS SET FORTH IN THE LEASE AMENDMENT WHICH IS ON FILE IN THE SACRAMENTO OFFICE OF THE STATE LANDS COMMISSION; ALL OTHER TERMS AND CONDITIONS OF THE LEASE WILL REMAIN IN EFFECT WITHOUT AMENDMENT.

Site Plan



PLAN
1" = 200' 0"

FLOATING
BOATSHEDS & WALKWAYS
IN THREEMILE SLOUGH
AT SHERMAN ISLAND
SACRAMENTO COUNTY

This exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by Lessee or other parties, and is not intended to be, nor shall it be construed as, a waiver or limitation of any state interest in the subject or other property.

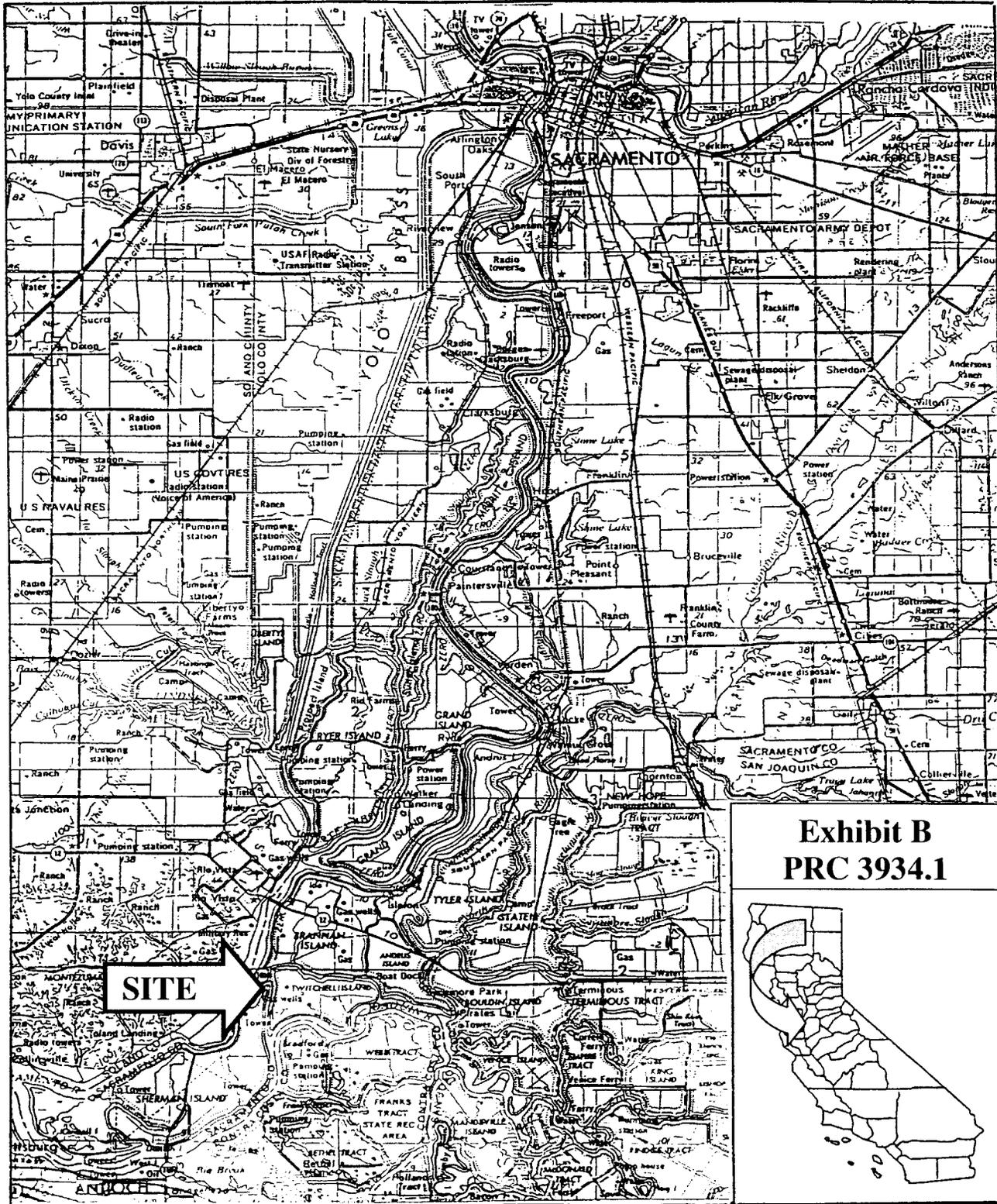
Exhibit A
PRC 3934.1

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Location Map



**Exhibit B
PRC 3934.1**



EXHIBIT CONSTRUCTED FROM USGS QUAD

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