

17498

Free

FREE

BK 10855PG 559

Document Recorded at the Request of  
and When Recorded Return to:

State of California  
N. Gregory Taylor  
Deputy Attorney General  
Room 750  
217 West First Street  
Los Angeles, Calif 90012

RECORDED AT REQUEST OF  
FIRST AMER. TITLE INS. CO.  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.

8:00 AM AUG 17 1973

J. WYLIE CARLYLE, County Recorder

State of California - Official Business  
(Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

*N. Gregory Taylor*  
Deputy Attorney General

AP-110-013-05;  
110-013-03;  
110-013-02;  
110-013-04.

No Tax Due

*N. Gregory Taylor*

STATE OF CALIFORNIA

STATE LANDS COMMISSION

LEASE P.R.C. NO. 4733.9

*Bolsa Chica*

Parties to Lease:

Lessor: State of California, acting by and through  
the State Lands Commission

Lessee: State of California, acting by and through  
the Department of Fish and Game

PH 821593

MAIL TAX STATEMENT TO RETURN ADDRESS ABOVE

STATE OF CALIFORNIA  
STATE LANDS COMMISSIONLEASE P.R.C. No. 4733.9Section 1

THE STATE OF CALIFORNIA, acting through the State Lands Commission hereinafter referred to interchangeably as "Lessor," or "State Lands Commission" pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Administrative Code, does hereby lease, demise and let unto:

Lessee: State of California, Department of Fish and Game (hereinafter referred to as "Lessee") whose mail address is: 1416 Ninth Street, Sacramento, California 95814, that certain land described in Section 3 of this Agreement, for such consideration, specific purposes and subject to the covenants, terms, conditions, reservations, restrictions and limitations as are set forth hereinafter:

LEASE TYPE: Public Agency

COUNTY: Orange

TERM: 66 Years; 0 Months;

LAND TYPE: Sovereign

beginning upon recordation  
of this lease in Orange  
County Recorder's Office.

LAND USE OR PURPOSE: Those  
uses and purposes set forth  
in that document entitled  
"Bolsa Bay -- A Conceptual  
Plan for Resources and Re-  
creation" attached hereto  
as Exhibit "A" and incor-  
porated herein by reference.

ending 66 years after effec-  
tive date unless sooner  
terminated as hereinafter  
provided.

Renewal option: None

AUTHORIZED IMPROVEMENTS: Those  
improvements necessary or use-  
ful for the uses and purposes  
set forth in Exhibit "A" hereof.

ANNUAL RENTAL: Public Benefit  
(See Section 2, Paragraph 1)

Lessee Department assumes all liability of Lessor regarding lands described in Section 3 hereof and will indemnify lessor as to the same except as to the exercise of those rights and interests reserved by Lessor herein (See Section 4 paragraph 12 hereof).

LIABILITY INSURANCE: Not applicable

SURETY BOND: Not applicable

CONSTRUCTION LIMITING DATES:

Beginning: Within 3 years of effective date of this lease.

Completion: Within 14 years of effective date of this lease.

COMPOSITION OF AGREEMENT: This lease consists of the following parts all attached hereto and by reference made a part of the whole agreement:

Section 1 - Summary of basic terms, as above.

Section 2 - Certain public agency provisions.

Section 3 - Land description.

Section 4 - Further covenants and provisions this Section applies to and is a part of this Agreement unless specifically stated otherwise in Section 2.

EXHIBIT A - Bolsa Bay -- A Conceptual Plan for Resources and Recreation.

Section 2

SPECIAL PROVISIONS - STATE LANDS COMMISSION  
PUBLIC AGENCY LEASE

1. CONSIDERATION: The consideration to Lessor for granting this lease is:

(a) Rental. The rental shall be the public benefit together with any excess revenue as that term is defined below in Section 2, paragraph 1(b)1-7.

(b) Trust Fund.

1. Lessee shall establish a separate trust fund or funds and there shall be deposited in the fund or funds all monies received directly from, or indirectly attributable to, the leased sovereign lands.

2. Lessee shall submit to Lessor an annual statement of operations and financial condition of the trust fund or funds, in conformance with such requirements as the State Lands Division may prescribe, to the State Lands Commission on or before September 30 of each year for the preceding fiscal year ending on June 30.

3. Expenditures from the trust funds shall include but not be limited to the following purposes; provided, that such expenditures are in compliance with the terms of the lease, are otherwise lawful, and are matters of statewide, as distinguished from local or purely private, interest and benefit;

a. For land improvements, the erection, construction, reconstruction, repair, maintenance and operation of any facility, structure or betterment incidental, necessary or convenient, for the promotion and accommodation of commerce, navigation and fishery on leased tide and submerged lands and the immediate areas of contiguous and related uplands.

b. For the protection of wildlife habitats, the improvement, protection, and conservation of the wildlife and fish resources and the ecology of a leased area.

of State-owned land, the providing of open-space areas and areas for recreational use of such lands with open access to the public, the enhancement of the esthetic appearance of a leased area, and for the prevention of pollution of the environment.

4. As to the accumulation and expenditure of revenues for any single capital improvement on the leased lands involving an amount in excess of fifty thousand dollars (\$50,000) in the aggregate, the Lessee shall file with the State Lands Commission a detailed description of such capital improvement not less than 90 days prior to the time of any disbursement therefor or in connection therewith, excepting preliminary planning. The State Lands Commission may, within 90 days after the time of such filing, determine and notify the Lessee that such capital improvement is not in the statewide interest and benefit or is not authorized by the lease. In the event the State Lands Commission notifies the Lessee that such capital improvement is not authorized, the Lessee shall not disburse any revenue for or in connection with such capital improvement. Pursuant to this paragraph, the State Lands Commission hereby determines that any capital improvement in excess of said amount for the purposes set forth in Exhibit A hereof are in the Statewide interest and benefit. The determination shall in no way affect Lessee's duty to comply with all other terms and conditions of this lease, however.

5. At the end of every odd-numbered fiscal year, that portion of the trust revenues derived from the leased lands remaining after current and accrued operating costs and expenditures directly related to the operation or maintenance of trust activities have been made, shall be deemed excess revenue. Capital improvements of the leased lands for authorized purposes may be considered as expenditures for the purpose of determining excess revenues.

6. The excess revenue, if any, as determined pursuant to subsection 5 above shall be paid Lessor no later than September 30 of such odd-numbered fiscal year.

7. Lessee agrees to insure that employment practices arising out of or connected with operations under this lease shall not discriminate against any individual because of race, color, ancestry, national origin, or religion;



3. SUBLETTING: That Lessee shall not assign this lease. Lessee shall furnish to Lessor at the time of execution of this lease a copy of all of the leases, franchises, permits or other agreements with any third persons who are presently occupying any portion of the within described State lands. Nothing herein, however, shall prohibit Lessee from entering into leases, subleases, franchises, permits or other agreements with third parties for the use of limited areas of the leased premises herein described for the purposes set forth in Section 4 paragraph 3 herein, provided that such persons meet the requirements and qualifications for Lessees set forth in Division 6 of the Public Resources Code and Title 2 of the Administrative Code, and provided, further, that the State Lands Commission shall have the right to veto any such agreement with third parties within sixty (60) days following receipt of a copy thereof. Lessee agrees to provide the State Lands Commission with a conformed copy of such proposed agreement within ten (10) days of execution. In addition, State shall have the right to inspect and audit Lessee's records and accounts at any reasonable time;

4. RULES AND REGULATIONS: Lessee shall observe and comply with all rules and regulations now promulgated by any agency of the State of California and such reasonable rules and regulations as may hereafter be promulgated by any agency of the State of California having jurisdiction therein. This agreement shall further be subject to all of the rules and regulations of the State Lands Commission and to Lessee's rules and regulations insofar as they do not conflict with the terms, conditions, and covenants herein contained and with the rules and regulations of the State Lands Commission;

5. TERMINATION BY LESSOR: In the event the leased premises are not used, utilized, and maintained for any purpose herein specified within three (3) years of the effective date of this lease, and thereafter any time upon the discontinuance of all such uses and maintenance for a period of one hundred eighty (180) days said lease shall, at the option of Lessor and upon written notice thereof to Lessee, cease and terminate and Lessor shall have the right to forthwith re-enter upon and take possession of said land and at its option remove all, or any portion or portions, of any structures, roadways and fills from said land at the cost and expense of said Lessee.

6. PUBLIC ACCESS: Lessor or the Fish and Game Commission of the State of California, within six (6) months of the effective date of this lease, shall adopt rules and regulations regarding public access to the lands described in Section 3 hereof. It is specifically understood that public access to all or any portions of said lands may have to be prohibited or restricted for reasons of public health and safety due to the condition of said lands, oil and gas operations being conducted thereon and the necessity of protecting adjacent lands and persons residing thereon, as well as for the accomplishment of those purposes set forth in Fish and Game Code Sections 1580 et seq. and California Administrative Code, Title 14, Chapter II (Section 630) relating to ecological reserves.

Section 3LAND DESCRIPTION

In the County of Orange, State of California, being that portion of Fractional Section 30, Township 5 South, Range 11 West, as shown on the map of Record of Survey filed in book 92, pages 19 through 28, records of said county, described as follows:

PARCEL 1:

Beginning at the intersection of the centerlines of Warner Avenue and Pacific Coast Highway, as shown on said map of Record of Survey; thence along said centerline of Warner Avenue, South  $89^{\circ}12'50''$  East 827.01 feet; thence South  $0^{\circ}47'10''$  West 30.00 feet to the true point of beginning; thence South  $18^{\circ}04'13''$  East 122.22 feet to the beginning of a tangent curve, concave northeasterly and having a radius of 360.00 feet; thence southeasterly along said curve through a central angle of  $16^{\circ}55'47''$ , an arc length of 106.37 feet; thence tangent to said curve, South  $35^{\circ}00'00''$  East 90.00 feet; thence South  $55^{\circ}00'00''$  West 40.00 feet; thence South  $69^{\circ}36'53''$  West 123.80 feet to the beginning of a tangent curve, concave southeasterly and having a radius of 1000.00 feet; thence southwesterly along said curve through a central angle of  $12^{\circ}59'38''$ , an arc length of 226.79 feet; thence tangent to said curve, South  $56^{\circ}37'15''$  West 166.12 feet to the northeasterly line of said Pacific Coast Highway; thence along said northeasterly line, North  $33^{\circ}22'45''$  West 301.44 feet to a point lying South  $33^{\circ}22'45''$  East 73.56 feet from the northwesterly terminus of that certain course in said northeasterly line of Pacific Coast Highway shown as having a bearing and length of "North  $33^{\circ}22'45''$  West 759.79 feet"; thence South  $89^{\circ}13'19''$  East 29.06 feet; thence North  $0^{\circ}46'41''$  East 142.00 feet; thence North  $89^{\circ}13'19''$  West 127.35 feet to a point in said northeasterly line of Pacific Coast Highway, said northeasterly line being a non-tangent curve, concave southwesterly and having a radius of 3053.51 feet, a radial line of said curve from said point bears South  $54^{\circ}45'37''$  West; thence northwesterly along said curve through a central angle of  $1^{\circ}47'17''$ , an arc length of 95.29 feet to a point to which a radial line of said curve bears North  $52^{\circ}58'20''$  East; thence non-tangent to said curve, North  $26^{\circ}53'02''$  East 57.60 feet to a line parallel with and 60.00 feet southerly



Section 3  
Land Description (continued)

BK 10855PG 567

Parcel 1: (continued)

of said centerline of Warner Avenue; thence along said parallel line, South  $89^{\circ}12'50''$  East 200.00 feet; thence North  $0^{\circ}47'10''$  East 30.00 feet; thence South  $89^{\circ}12'50''$  East 444.48 feet to the true point of beginning.

Consisting of 5.87 acres.

PARCEL 2:

Beginning at the northwesterly terminus of that certain course in the northeasterly line of Pacific Coast Highway, as shown on said map of Record of Survey as having a bearing and length of "North  $33^{\circ}22'45''$  West 759.79 feet"; thence along said northeasterly line, South  $33^{\circ}22'45''$  East 73.56 feet; thence South  $89^{\circ}13'19''$  East 29.06 feet; thence North  $0^{\circ}46'41''$  East 142.00 feet; thence North  $89^{\circ}13'19''$  West 127.35 feet to a point in said northeasterly line of Pacific Coast Highway, said northeasterly line being a non-tangent curve, concave southwesterly and having a radius of 3053.51 feet, a radial line of said curve from said point bears South  $54^{\circ}45'37''$  West; thence southeasterly along said curve through a central angle of  $1^{\circ}51'38''$ , an arc length of 99.16 feet to the point of beginning.

Consisting of 0.25 acres.

Section 3  
Land Description (continued)

BK 10855PG 568

PARCEL 3:

Beginning at a point in the northeasterly line of Pacific Coast Highway, as shown on said map of Record of Survey, lying North  $33^{\circ}22'45''$  West 384.79 feet from the southeasterly terminus of that certain course shown as "North  $33^{\circ}22'45''$  West 759.79 feet"; thence along said northeasterly line, North  $33^{\circ}22'45''$  West 375.00 feet to the beginning of a tangent curve in said northeasterly line, concave southwesterly and having a radius of 3053.51 feet; thence northwesterly along said curve through a central angle of  $3^{\circ}38'55''$ , an arc length of 194.45 feet to a point to which a radial line of said curve bears North  $52^{\circ}58'20''$  East; thence non-tangent to said curve, North  $26^{\circ}53'02''$  East 57.60 feet to a line parallel with and 60.00 feet southerly of the centerline of Warner Avenue, as shown on said map of Record of Survey; thence along said parallel line, South  $89^{\circ}12'50''$  East 200.00 feet; thence North  $0^{\circ}47'10''$  East 30.00 feet to a line parallel with and 30.00 feet southerly of said centerline; thence along said parallel line, South  $89^{\circ}12'50''$  East 444.48 feet; thence North  $0^{\circ}47'10''$  East 30.00 feet to said centerline; thence along said centerline, North  $89^{\circ}12'50''$  West 894.05 feet to a point in the northwesterly continuation of the southwesterly line of Pacific Coast Highway, said continuation and said southwesterly line being a non-tangent curve, concave southwesterly and having a radius of 2953.51 feet, a radial line of said curve from said point bears South  $48^{\circ}35'21''$  West; thence along said continuation and along said southwesterly line by the following courses: southeasterly along said curve through a central angle of  $8^{\circ}01'54''$ , an arc length of 414.02 feet; thence tangent to said curve, South  $33^{\circ}22'45''$  East 44.13 feet; thence North  $56^{\circ}37'15''$  East 10.00 feet; thence South  $33^{\circ}22'45''$  East 330.87 feet; thence leaving said southwesterly line, North  $56^{\circ}37'15''$  East 90.00 feet to the point of beginning.

Section 4STANDARD COVENANTS - STATE LANDS COMMISSION LEASE

1. AGREEMENT DEFINED: The terms "lease," "right of way," "easement," "permit," and "license" are interchangeable; where one term is used, it shall be deemed to include any one of the other terms, where appropriate.

2. BOUNDARIES: The description of the land in Section 3 herein has been made without a survey and it is understood that Lessor will, or will cause, said description to be located on the ground by use of appropriate monuments.

3. LAND USE AND ENVIRONMENTAL IMPACT STATEMENTS: Lessee agrees to use the land described in Section 3 only for the purpose or purposes stated in Section 1 and for the construction, operation and maintenance of the improvements listed in said Section 1. Prior to the implementation and commencement of any portion of the Conceptual Plan set forth in Exhibit A, Lessee will prepare and distribute appropriate environmental impact statements as required by Public Resources Code Section 21000 et seq., as amended, and obtain such permits as required by any governmental agency having jurisdiction over said land.

4. ADEQUACY OF CONSTRUCTION: Lessee shall insure that contractors comply with, construct and install all structures, facilities, pipelines, etc., in accordance with plans and specifications approved by a registered professional engineer.

5. REPAIRS: Lessee shall maintain and keep in good sound repair all structures, facilities, or appurtenances upon the property. The removal of, or substantial alteration to, any existing structure shall not be undertaken without prior written permission of Lessor first had and obtained.

6. RIGHT OF INSPECTION: Lessor through its authorized agents shall have the right at all reasonable times to go upon lands owned by the Lessee and upon the leased land for the purpose of inspecting the same or carrying out any function required by statutes or the rules and regulations of the State Lands Commission.

7. EXISTING ENCUMBRANCES: This lease is subject to existing contracts, leases, licenses, easements, encumbrances and claims which may affect the leased land, and this lease is made without warranty by Lessor of title, quiet enjoyment, condition or fitness of the State land for the intended use, or any other warranty whatever, except that Lessee faithfully keeping all the terms, provisions and conditions of this lease on Lessee's part to be performed, Lessor agrees not to interfere with Lessee's possession of the State land, except as herein may otherwise be provided. Without in any way limiting the foregoing sentence, Lessee specifically takes subject to the terms and conditions of the following document, which is incorporated herein by reference to the recorded copies thereof in Official Records in the Office of the County Recorder of Orange County:

Settlement Agreement recorded in Book \_\_\_\_\_ pages  
\_\_\_\_\_ et seq. of \_\_\_\_\_;

8. RESERVATION OF NATURAL RESOURCES: There are hereby reserved to the State, all natural resources, timber, minerals, geothermal resources, oil, gas and hydrocarbon products in or upon the State land, and the right to grant in, over, and across said lands, leases or rights-of-way to extract or remove such natural resources, timber, or minerals as provided by law and the rules and regulations of the State Lands Commission and without compensation to the Lessee;

9. OTHER RESERVATIONS: Lessor expressly reserves the right to grant easements or crossings in, upon and under the demised premises, and nothing herein contained shall be construed as limiting the powers of the State to lease, convey or otherwise transfer or encumber, during the life of this agreement, the hereinbefore described State lands for any purposes whatsoever not inconsistent or incompatible with the rights or privileges granted to the Lessee by this agreement; provided, however, that nothing herein shall preclude the Lessee from excluding unauthorized persons from the described lands during any period where Lessee reasonably deems such exclusion necessary or desirable in connection with its authorized use of said land;

10. INDEMNITY: Lessee shall indemnify and save harmless the Lessor, its officers, agents and employees against any

and all claims, demands, loss, action or liability of any kind which State of California, or any of its officers, agents or employees may sustain or incur of which may be imposed upon them or any of them arising out of or connected with the issuance of this lease, including, without in any way limiting the generality of the foregoing, any claim, demand, loss, or liability arising from any alleged violation of the property or contractual rights of any third person or persons in the leased lands or imposed upon Lessor of the State of California by virtue of any of those documents specifically listed above in Section 4, paragraph 7 hereof;

11. RESTORATION OF PREMISES: Upon termination of this lease Lessor may elect to accept the leased land as then improved with structures, buildings, pipelines, machinery, facilities and fills in place or Lessor may elect to have any such improvements removed by Lessee at Lessee's expense. All such structures and facilities to be removed shall be salvaged and removed by Lessee at Lessee's sole expense and risk within ninety (90) days after the expiration or sooner termination of this lease. In making such removals Lessee shall restore said leased land as nearly as possible to the condition existing prior to erection or placement of the structures or facilities thereupon;

12. HOLDING OVER: Any holding over after the expiration of the term of this lease by the Lessee, with the consent of the State, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, as far as applicable;

13. REPOSSESSION: In the event of failure of the Lessee to pay rental, or in the event of a breach of any of the other covenants contained within this agreement, or failure of Lessee to observe the terms, conditions, restrictions or time limitations herein contained, to be kept, performed and observed, it shall be the responsibility of the Lessor to so notify Lessee of such breach. Ninety (90) days following such notification if breach is not corrected, it shall be lawful for Lessor to re-enter into and upon the demised premises, and to remove all persons and property therefrom, and to repossess and enjoy the herein described demised premises as in the first and former estate of the State, anything to the contrary herein contained notwithstanding;



14. WAIVER OF BREACH: The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition with respect to any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of monies hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay the particular monies so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such monies;

15. SUCCESSORS: The covenants and conditions herein contained shall apply to and bind the successors in interest of the parties hereto; and the parties hereto shall be jointly and severally liable hereunder;

16. NOTICES: That all notices herein provided to be given shall be deemed to have been fully given when made in writing and deposited in the United States mail with postage prepaid and addressed to the principal office or headquarters of the State Lands Commission, or to the Lessee as addressed on page 1 hereof, as appropriate;

17. CHANGES: This agreement may be terminated or the provisions changed, altered, or amended by mutual agreement of the parties hereto;

18. TIME: Time is the essence of each and all the terms and provisions of this agreement, and the terms and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto; if more than one Lessee is named herein, the obligations of said parties herein contained shall be joint and several;

19. CAPTIONS: The captions of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

This lease will become binding upon the State only when duly executed on behalf of the State Lands Commission of the State of California;

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

DEPARTMENT OF FISH & GAME

Name of Lessee

\*By

Signature

Title

Address

(SEAL)

STATE OF CALIFORNIA  
STATE LANDS COMMISSION

By

Title

Date

The issuance of this lease was authorized by the State Lands Commission FEB 22 1973

\*If Lessee is not an individual, attach a certified copy of the Resolution or other document authorizing execution on behalf of the Lessee.

APPROVED AS TO FORM:

EVELLE J. YOUNGER  
Attorney General

By

Deputy Attorney General