

# Staff Report 34

## **LESSEE:**

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Jennifer D. Hitchcock, Trustee of the Jennifer D. Hitchcock Living Trust Dated August 4, 1999.

## **PROPOSED ACTION:**

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Amendment of Lease

## **AREA, LAND TYPE, AND LOCATION:**

Sovereign land located in Corte Madera Creek, adjacent to 47 Greenbrae Boardwalk, Greenbrae, Marin County.

## **AUTHORIZED USE:**

Use and maintenance of an existing boat dock, pilings, walkway, and ramp.

## **TERM:**

20 years, beginning December 18, 2015.

## **CONSIDERATION:**

\$138 per year, with an annual Consumer Price Index adjustment.

## **PROPOSED AMENDMENT:**

- Add two existing pilings erroneously included in an adjacent lease
- Replace Exhibit A, Land Description.
- Replace Exhibit B, Site and Location Map.

The amendment shall be effective December 17, 2020. All other terms and conditions of the lease shall remain in effect without amendment.

## **STAFF ANALYSIS AND RECOMMENDATION:**

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### **AUTHORITY:**

Public Resources Code sections 6005, 6216, 6301, 6501.1, 6503, and 6503.5;  
California Code of Regulations, title 2, sections 2000 and 2003.

### **PUBLIC TRUST AND STATE'S BEST INTERESTS:**

On December 18, 2015, the Commission authorized a 20-year General Lease – Recreational Use to the Lessee ([Item 59, December 18, 2015](#)). In July 2020, the Lessee notified staff that two existing pilings adjacent to the lease premises were originally placed on her neighbor's lease premises (Lease 9270) in error and is now requesting an amendment of lease. The lease for the neighboring property, 43 Greenbrae Boardwalk, is also under consideration for amendment at the December 17, 2020 Commission meeting.

The proposed lease amendment does not alienate the State's fee simple interest or permanently impair public rights. The lease also requires the Lessee to maintain liability insurance and indemnify the State as well as requiring annual rent payments to compensate the people of the State for the Lessee's use of public land. The lease term has 15 years remaining and will not substantially interfere with the Public Trust needs at this location, at this time, and for the foreseeable term of the lease, as amended. Upon termination of the lease, the lessee may be required to remove all improvements from State land.

### **CONCLUSION:**

For all the reasons above, staff believes that approval of the requested amendment will not substantially interfere with the public rights to navigation, fishing, and commerce; will not substantially interfere with Public Trust needs and values at this location; and is in the State's best interests.

### **OTHER PERTINENT INFORMATION:**

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1. Approval or denial of the lease amendment is a discretionary action by the Commission. Each time the Commission approves or rejects a use of sovereign land, it exercises legislatively delegated authority and responsibility as trustee of the State's Public Trust lands as authorized by law. Upon expiration or prior termination of the lease, the lessee also has no right to a new lease or to renewal of any previous lease.

2. This action is consistent with Strategy 1.1 of the Commission's Strategic Plan to deliver the highest levels of public health and safety in the protection, preservation, and responsible economic use of the lands and resources under the Commission's jurisdiction.
3. The amendment of the lease to replace the lease exhibits is not a project as defined by the California Environmental Quality Act because it is an administrative action that will not result in direct or indirect physical changes in the environment.

Authority: Public Resources Code section 21065 and California Code of Regulations, title 14, section 15378, subdivision (b)(5).

## **EXHIBITS:**

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- A. Land Description
- B. Site and Location Map

## **RECOMMENDED ACTION:**

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It is recommended that the Commission:

### **PUBLIC TRUST AND STATE'S BEST INTERESTS:**

Find that the proposed lease amendment will not substantially interfere with the Public Trust needs and values at this location, at this time, and for the remaining term of the lease; and is in the best interests of the State.

### **AUTHORIZATION:**

Authorize the amendment of Lease 9287, a General Lease – Recreational Use, effective December 17, 2020, to add two existing pilings and replace the existing lease Exhibit A, Land Description, with the attached Exhibit A, Land Description, and the existing lease Exhibit B, Site and Location Map, with the attached Exhibit B, Site and Location Map (for reference purposes only) attached and by this reference made a part hereof; all other terms and conditions of the lease will remain in effect without amendment.

**EXHIBIT A**

**LEASE 9287**

**LAND DESCRIPTION**

A parcel of tide and submerged land situate in the bed of the Corte Madera Creek, in the unincorporated area of Greenbrae, County of Marin, State of California, and being more particularly described as follows:

COMMENCING at the southwest corner of Parcel Three as described in that certain Grant Deed recorded as Document No. 1998-0052324, Official Records of said county; thence along the northwesterly boundary of said parcel, North 27° 15' 00" East 93.94 feet to the POINT OF BEGINNING; thence along said northwesterly boundary and northeasterly prolongation thereof, North 27° 15' 00" East 59.29 feet; thence leaving said boundary prolongation the following six (6) courses:

- 1) North 28° 28' 35" East 36.79 feet;
- 2) South 56° 25' 34" East 38.07 feet,
- 3) South 32° 26' 24" West 24.70 feet,
- 4) South 25° 12' 57" West 23.62 feet,
- 5) South 27° 15' 00" West 41.45 feet,
- 6) North 66° 10' 11" West 37.29 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portions lying landward of the Ordinary High Water Mark on the right bank of said Corte Madera Creek.

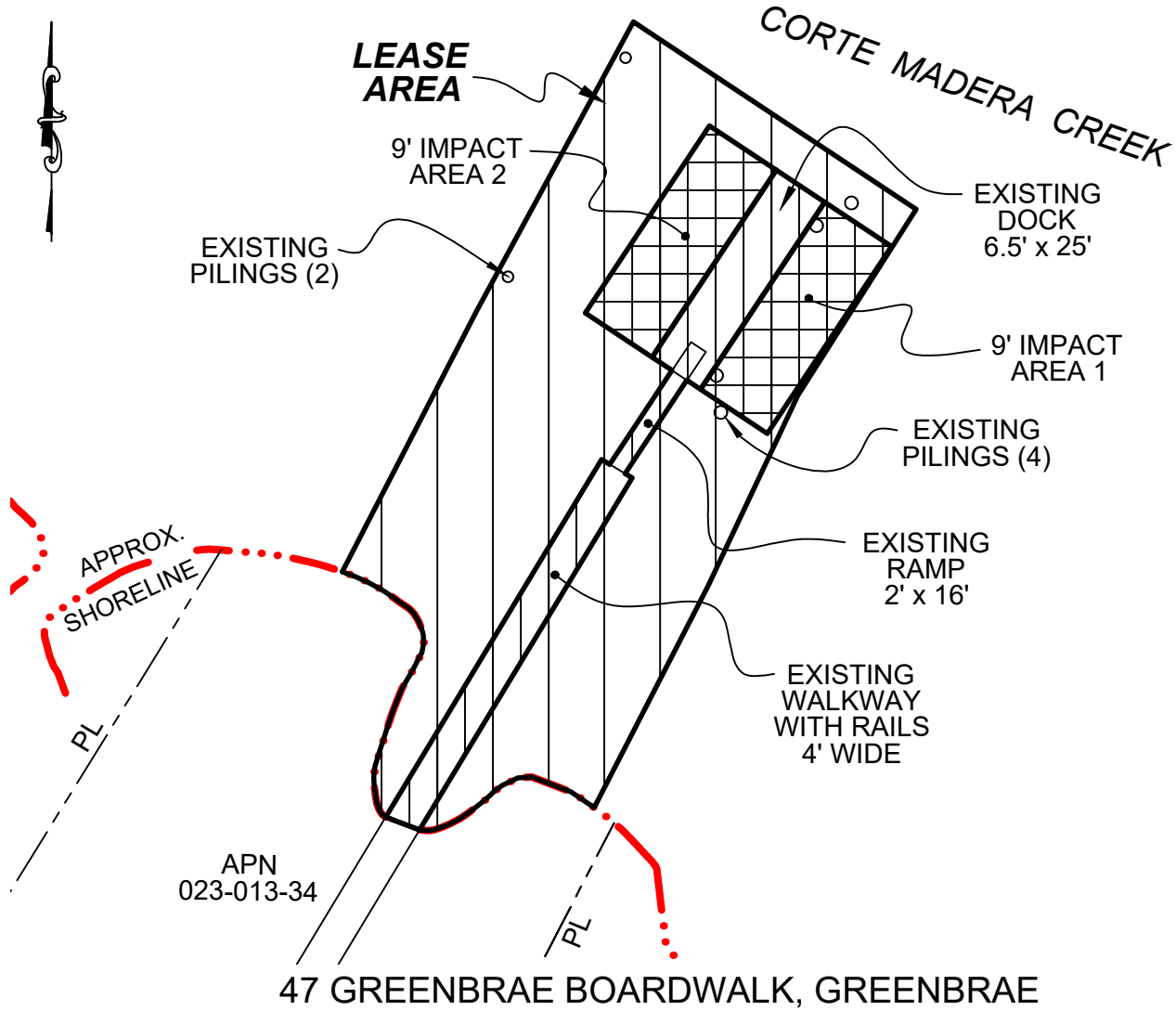
**END OF DESCRIPTION**

Prepared 09/28/2020 by the California State Lands Commission Boundary Unit.



NO SCALE

### SITE



NO SCALE

### LOCATION



### Exhibit B

LEASE 9287  
 HITCHCOCK  
 APN 023-013-34  
 GENERAL LEASE -  
 RECREATIONAL USE  
 MARIN COUNTY



This Exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the 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 any other property.