

PUBLIC SEAWALL MOORING LEASE PERMIT

**P - 00071**

This Public Seawall Mooring Lease Permit ("Lease Permit") is granted this 1st day of September, 2015, pursuant to Resolution No. RES-15-0073 adopted by the City Council of the City of Long Beach ("City") at its meeting of June 16, 2015, to Rick and Geralay Browning ("Permittee"), whose address is 107 Rivo Alto Canal, L.B., CA 90803, for the limited-term private use and occupancy of public waterways located upon tidelands, as more particularly described and depicted in Exhibit "A" ("Premises"), which is attached hereto and incorporated by reference.

This Lease Permit is granted with reference to the following facts:

1. As required by the California Coastal Commission, the City has developed the Public Seawall Mooring Lease Program ("Lease Program") with rental fees established in relation to the lease area and temporal length of each lease, for the limited-term private use and occupancy of public waterways upon tidelands.
2. Permittee's Premises and associated improvements are located within areas that are subject to the Lease Program.
3. Permittee desires to enter into this Lease Permit for Permittee's limited-term private use and occupancy of public waterways upon tidelands, as described and depicted in Exhibit "A".

The use and occupancy of public waterways is hereby granted upon and subject to the following terms and conditions:

1. PREMISES. Premises as described and depicted in Exhibit "A" shall include the square footage of public waterways occupied by docks, floats, gangways, or piers, including berthing space surrounding the private structures. Berthing space is defined as waters around the edge of the structure where a vessel could be tied. The width of the berthing area extends from the outer edge of the structure to the pierhead line, as established in Section 16.08.740 of the Long Beach Municipal Code, or any amendment thereto. The length of the berthing area follows the contours of the dock.

2. LIMITATION ON DOCK FLOAT SIZE. In order to reduce further encroachment or development into the navigable channel, the dimensions of each dock float in the Rivo Alto Canal and Naples Canal shall be restricted to a width of six feet (6'), effective upon the earlier of: (i) at such time the docking structure is substantially repaired or replaced; or (ii) December 31, 2023. Each dock, and any vessels moored permanently or temporarily at the dock, must conform to all other Long Beach Marina Rules and Regulations, including but not limited to the pier head and property width guidelines as established in Sections 16.08.740 and 16.08.750 of the Long Beach Municipal Code.

3. TERM. This Lease Permit shall be valid for a period of five (5) years beginning on September 1st, 2015 and expiring on August 31st, 2020, unless terminated earlier as provided herein. A new permit may be automatically issued by the City upon expiration, provided the rental fee is paid and the Premises are maintained. The City's policy is to re-issue lease permits to the upland property owner who also owns the physical structure associated with the Premises that occupy the water space.

4. RENT. Permittee shall pay to the City annual rent in the amount of Fifty Cents (\$0.50) per square foot of water space occupied by docks, floats, gangways, or piers, including berthing space surrounding the structures, as calculated pursuant to Resolution No. RES-15-0072 or any successor/amended resolution. Resolution No. RES-15-0072 and any successor/amended resolution are automatically incorporated by reference into this Lease Permit, without any further action by the parties, when adopted by the Long Beach City Council.

5. UTILITIES AND TAXES. Permittee is solely responsible for obtaining all utilities and paying all taxes (including possessory interest tax, if applicable), fees and assessments for the Premises or improvements located thereon.

6. MAINTENANCE. Permittee assumes full responsibility for operation and maintenance and repair of the Premises, the physical structure associated with the Premises that occupy the waters space, and associated improvements throughout the term of this Lease Permit at its sole cost, and without expense to the City.

1           7.     LIABILITY FOR DAMAGES. Permittee waives all claims against the  
2 City for damage to persons and/or property sustained by Permittee on or about Permittee's  
3 vessel, dock, float, pier, gangway, or other private structures permitted in the public  
4 waterways and adjacent public right-of-way. Neither the City of Long Beach nor any of its  
5 officers, employees, or contractors shall be liable for such claim for damage to any persons,  
6 and/or property. All property belonging to Permittee located at said location shall be there  
7 at the risk of the Permittee and the City shall not be liable for damage thereto nor theft or  
8 misappropriation.

9           8.     INDEMNIFICATION. Permittee, by its acceptance of this Permit,  
10 agrees to indemnify, defend, save and keep the City of Long Beach, its officers, agents,  
11 and employees free and harmless from and against any and all liability as well as from and  
12 against any and all loss, claims, demands, damages, expenses and costs of whatsoever  
13 nature arising out of or in any manner resulting, directly or indirectly, from Permittee's  
14 operations on or the condition, use or misuse of the Premises, including liability, claims or  
15 damages to or as a result of any structures or fixtures on the Premises or appurtenances  
16 to it.

17           9.     TRANSFER / ASSIGNMENT. This Lease Permit does not and shall  
18 not be construed as the grant, conveyance or transfer of an interest in real property.  
19 Neither this Lease Permit nor any interest herein may be transferred or assigned except in  
20 accordance with the Long Beach Municipal Code and the Long Beach Marina Rules and  
21 Regulations.

22           10.    COMPLIANCE WITH ALL APPLICABLE LAWS. Nothing in this Lease  
23 Permit shall be construed to excuse compliance by Permittee with any and all of the laws  
24 and ordinances of City and State; neither shall this Lease Permit be deemed to obviate the  
25 necessity of Permittee's obtaining such other permits or paying other fees as are required  
26 to repair, construct and/or maintain any physical structures, or to moor vessels in the area,  
27 including but not limited to payment of the annual inspection fee as prescribed in Section  
28 16.08.760 of the Long Beach Municipal Code.

11. TERMINATION. Permittee's use and occupancy of the public waterways may be terminated by the City after notice to Permittee of Permittee's failure to observe and comply with provisions of the Long Beach Municipal Code and the Rules and Regulations, policies and procedures ("Applicable Regulations") governing and controlling the administration and operation of the Long Beach marinas. Permittee acknowledges that Permittee has read and understands the Applicable Regulations and that they are subject to change. Permittee, in Permittee's use and occupancy of the public waterways, agrees to comply with and be bound by the Applicable Regulations now in force and as hereafter changed. Notice of cancellation must be received in writing by the fifth (5th) day of a calendar month in order to be effective on the last day of that month.

12. PROPERTY RIGHT PROTECTION. The Premises, the physical structure associated with the Premises that occupy the waters space, and associated improvements maintained under this Lease Permit are all private property and shall be protected to the maximum extent under the law from unlawful seizure.

The acceptance of this Lease Permit by Permittee shall be endorsed on this Lease Permit and shall be an acceptance by Permittee of all of the terms and conditions of this Lease Permit and an agreement to abide and comply with it.

August 5, 2015

Rick C. Browning  
"PERMITTEE"

CITY OF LONG BEACH, a municipal corporation

10/29, 2015

By Shirley Hallman  
City Manager

Approved as to form this 10<sup>th</sup> day of September, 2015.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy City Attorney

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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Exhibit "A"



107 Rivo Alto Canal



Imagery ©2016 Google, Map data ©2016 Google 20 ft

107 Rivo Alto Canal

Long Beach, CA 90803







# CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION AND MARINE  
MARINE BUREAU

## ANNUAL DOCK STRUCTURE INSPECTION

Date: 1/12/16 Structure Address: RAID7  
Time: \_\_\_\_\_ Inspector: Childers

Piling: Number: 2 Plumbing: & Location: \_\_\_\_\_  
Davits: Number: & Electrical: yes Location: next to stairs  
Bolts/Screws attached to seawall: \_\_\_\_\_ Location: \_\_\_\_\_

### Condition of Landing:

Item	Condition
Decking	<u>paint fair</u>
Dry Rot	<u>&amp;</u>
Hand Rails	<u>good</u>
Paint	<u>fair</u>

### Condition of Pier:

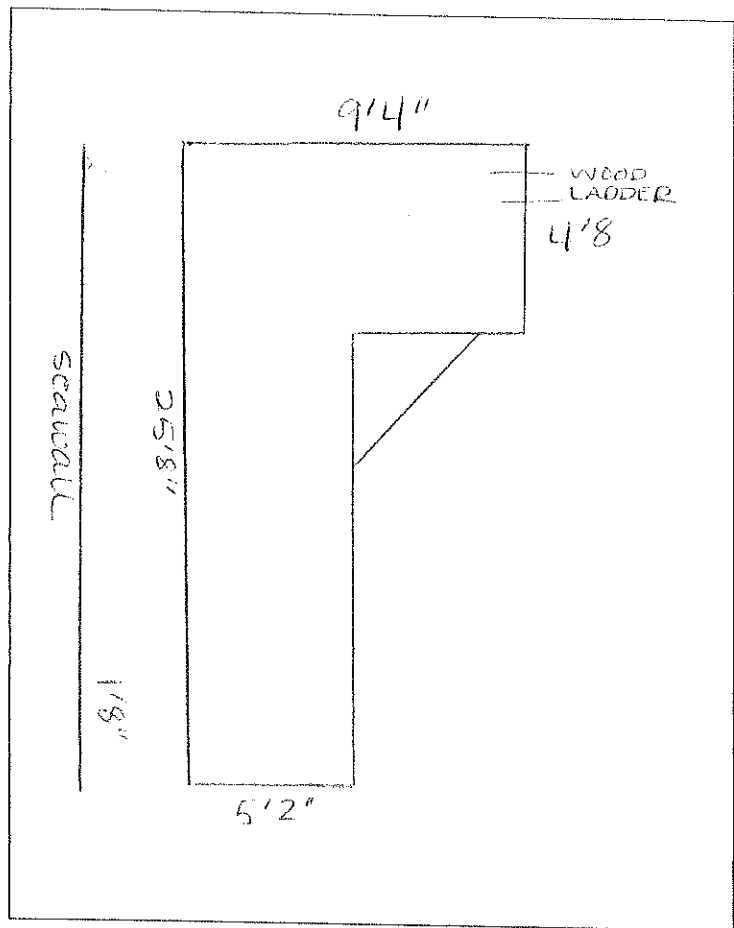
Decking	<u>X</u>
Dry Rot	<u>X</u>
Hand Rails	<u>X</u>
Paint	<u>X</u>

### Condition of Gangway:

Decking	<u>good/fair</u>
Hinge Pins	<u>good</u>
Brow Rollers	<u>&amp;</u>
Brow Roller Plates	<u>fair</u>
Paint	<u>fair</u>
Dry Rot	<u>&amp;</u>

### Condition of Dock:

Decking	<u>good/fair</u>
Flotation	<u>good/fair</u>
Soffit	<u>good</u>
Pile/Pipe Brackets	<u>good</u>
Pile Rollers	<u>&amp;</u>
Deck Paint	<u>fair</u>
Soffit Paint	<u>fair</u>
Dry Rot	<u>&amp;</u>



### Encroachments:

Pierhead: \_\_\_\_\_ Parkway: \_\_\_\_\_  
Property Lines: \_\_\_\_\_

Comments/Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Letter Required: \_\_\_\_\_ Date Sent: \_\_\_\_\_