

OF WAY EASEMENT 100 FEET IN WIDTH BY 160 FEET IN LENGTH ACROSS NOYO RIVER, MENDOCINO COUNTY, IN SECTION 7, T. 18 N., R. 17 W., M.D.M., FOR THE INSTALLATION, MAINTENANCE AND USE OF ELECTRIC TRANSMISSION LINES, AT AN ANNUAL RENTAL OF \$43.20 FOR A PERIOD OF FIFTEEN YEARS, WITH RIGHT OF RENEWAL FOR THREE ADDITIONAL PERIODS OF TEN YEARS EACH AT SUCH RENTAL AS MAY BE DETERMINED PRIOR TO TERMINATION DATE OF EACH SUCCESSIVE PERIOD, SURETY BOND IN THE AMOUNT OF \$1,000.00 TO BE FURNISHED.

10. (DIVISION OF HIGHWAYS, REQUEST FOR APPROVAL OF HIGHWAY CROSSING, AMERICAN RIVER, SACRAMENTO COUNTY - W.O. 411, P.R.C. 547) The Commission was informed that the Division of Highways has requested approval of a highway crossing over American River near Sacramento for the proposed Elvas Bridge No. 24-03, III-Sac-98-B pursuant to Section 101.5 of the Streets and Highways Code.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, A RESOLUTION WAS ADOPTED AUTHORIZING THE EXECUTIVE OFFICER TO APPROVE A HIGHWAY CROSSING OVER AMERICAN RIVER FOR ELVAS BRIDGE NO. 24-03 III-Sac-98-B IN SACRAMENTO COUNTY PURSUANT TO SECTION 101.5 OF THE STREETS AND HIGHWAYS CODE.

11. (SALE OF VACANT SCHOOL LAND, APPLICATION NO. 4706, SACRAMENTO LAND DISTRICT, NAPA COUNTY, C. E. WARE - Sac. W.O. 5189) The Commission was informed that an offer has been received from Mr. Ware of San Diego, California, to purchase the  $W\frac{1}{2}$  of Lot 1 of the  $NW\frac{1}{4}$  (or  $SW\frac{1}{4}$  of  $NW\frac{1}{4}$ ) of Section 3, T. 6 N., R. 5 W., M.D.M., containing 40 acres in Napa County.

The Assessor of Napa County has assessed contiguous lands from \$1.00 to \$4.00 per acre, thus indicating an appraised value of the subject land of \$2.00 to \$8.00 per acre. Subject land is on top of a ridge with nothing but brush, scrub oaks and rocks; County assessor stated that this was the poorest land in the area and that he would not assess it at more than \$1.00 per acre. An appraisal by the Commission's staff indicates that the offer as made is adequate.

The land was advertised for sale with a stipulation that no offer of less than \$200.00 would be accepted. Mr. Ware bid \$200.00.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, A RESOLUTION WAS ADOPTED AUTHORIZING THE SALE OF THE  $W\frac{1}{2}$  OF LOT 1 OF THE  $NW\frac{1}{4}$  (OR  $SW\frac{1}{4}$  OF  $NW\frac{1}{4}$ ) OF SECTION 3, T. 6 N., R. 5 W., M.D.M., TO THE SINGLE BIDDER, MR. WARE, AT A CASH PRICE OF \$200.00, SUBJECT TO ALL STATUTORY RESERVATIONS, INCLUDING MINERALS.

12. (SALE OF VACANT SCHOOL LAND, APPLICATION NO. 4727, SACRAMENTO LAND DISTRICT, MONO COUNTY, GERTRUDE MOSS AND GEORGE B. MOSS - Sac. W.O. 5229) The Commission was informed that an offer has been received from Gertrude Moss and George B. Moss of Bakersfield, California, to purchase the  $NW\frac{1}{4}$  of  $NW\frac{1}{4}$ ,  $S\frac{1}{2}$  of  $NW\frac{1}{4}$ ,  $SW\frac{1}{4}$ ,  $NW\frac{1}{4}$  of  $SE\frac{1}{4}$ ,  $S\frac{1}{2}$  of  $SE\frac{1}{4}$  and Lots 1, 2, 3 and 4 of Section 36, T. 4 S., R. 36 E., M.D.M., containing 518.45 acres, in Mono County.

The Assessor of Mono County has assessed contiguous land at \$5.00 per acre, thus indicating an appraised value of the land of \$10.00 per acre. (County Assessor advised he would not assess this land for more than \$3.00 per acre, full value). An appraisal by the Commission's staff indicates that the offer as made is adequate. The land is second grade, sandy and supports a poor growth of sage brush. Without water from wells, the subject land has little value.

The land was advertised for sale with a stipulation that no offer of less than \$1555.45 would be accepted. Gertrude Moss and George B. Moss bid \$1555.45.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, A RESOLUTION WAS ADOPTED AUTHORIZING THE SALE OF THE NW $\frac{1}{4}$  OF THE NW $\frac{1}{4}$ , S $\frac{1}{2}$  OF NW $\frac{1}{4}$ , SW $\frac{1}{2}$ , NW $\frac{1}{4}$  OF SE $\frac{1}{4}$ , S $\frac{1}{2}$  OF SE $\frac{1}{4}$  AND LOTS 1, 2, 3 AND 4 OF SECTION 36, T. 4 S., R. 36 E., M.D.M., TO THE SINGLE BIDDER, GERTRUDE MOSS AND GEORGE B. MOSS, AT A CASH PRICE OF \$1555.45, SUBJECT TO ALL STATUTORY RESERVATIONS, INCLUDING MINERALS.

13. (REQUEST FOR APPROVAL OF CRUDE OIL SALES CONTRACT, HUNTINGTON STATE COMPANY, ET AL., LEASE P.R.C. 91, HUNTINGTON BEACH) The Commission was informed that Oil and Gas Lease P.R.C. 91, Huntington Beach Field, Section 11, provides in part:

"\*\* in the event the State should elect to take royalty in money instead of in kind, the Lessee shall not sell or otherwise dispose of the product \*\* except in accordance with \*\* sales contract or other method first approved in writing by the State."

In accordance with this provision the Huntington State Company, H. R. Hamilton, Fullerton Oil Company, Freeman E. Fairfield, the Oil Tool Corporation, W. T. Sexton, Thomas H. Sherman, Louise A. Dawson, and the estate of Kenneth D. Dawson, lessees, have submitted for approval a copy of the crude oil sales contract between the Huntington State Company, et. al., and the McCallen Refining Company, Ltd., covering the delivery of all oil produced from State Oil and Gas Lease P.R.C. 91. The terms and conditions of the contract relating to the manner of delivery, price, and procedure for testing oil samples are in conformance with the lease terms and general practice in the Huntington Beach field. The contract is subject to cancellation by either party upon two months written notice.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, A RESOLUTION WAS ADOPTED AUTHORIZING THE EXECUTIVE OFFICER TO APPROVE THE CRUDE OIL SALES CONTRACT OF AUGUST 1, 1950, BETWEEN THE HUNTINGTON STATE COMPANY, ET. AL., AND THE McCALLEN REFINING COMPANY, LTD., AS THE BASIS FOR THE SALE AND DELIVERY BY THE HUNTINGTON STATE COMPANY, ET. AL., OF ALL OIL PRODUCED UNDER OIL AND GAS LEASE P.R.C. 91 DATED MAY 21, 1943, SUBJECT TO THE EXPRESS CONDITION THAT THE APPROVAL OF THE SALES CONTRACT SHALL NOT BE CONSTRUED TO NULLIFY OR AFFECT IN ANY MANNER ANY OF THE LEASE TERMS INCLUDING FULL COMPLIANCE BY THE LESSEE WITH ALL THE TERMS AND CONDITIONS OF OIL AND GAS LEASE P.R.C. 91 AND THE RULES AND REGULATIONS OF THE COMMISSION.

14. (STANDARD OIL COMPANY, TERMINATION OF EASEMENT NO. P.R.C. 164, MONTEZUMA SLOUGH, SOLANO COUNTY) The Commission was informed as follows: Standard Oil Company of California holds right of way easement No. P.R.C. 164, across Montezuma Slough, Solano County. The easement issued for the installation and maintenance of a three-inch waterline for a period of fifteen years from February 20, 1945. The Lessee has requested approval of the Commission of termination of the easement by mutual consent as provided in the terms of the lease. The Lessee has also requested that they be permitted to leave the pipeline in place rather than removing it as required under terms of the easement. The easement provides for change, alteration and amendment of the terms of the easement by mutual consent. Montezuma Slough is a navigable stream, and therefore, under the jurisdiction of the Corps of Engineers. Under date of August 22, 1950, this agency interposed no objection to the pipeline being abandoned in place.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, A RESOLUTION WAS ADOPTED AUTHORIZING THE EXECUTIVE OFFICER TO APPROVE TERMINATION OF RIGHT OF WAY EASEMENT NO. P.R.C. 164 AS REQUESTED BY THE LESSEE, STANDARD OIL COMPANY OF CALIFORNIA, AND APPROVE THE ABANDONMENT OF THE THREE-INCH PIPELINE WITHIN THE EASEMENT AREA IN