

1. UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, THE MINUTES OF THE MEETING OF SEPTEMBER 3, 1953, WERE CONFIRMED AS SUBMITTED.

2. UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, IT WAS DECIDED TO DEFER SETTING A DATE FOR THE NEXT COMMISSION MEETING.

3. (REVISION OF MINUTE ITEM 3, PAGES 1854-55, MEETING OF SEPTEMBER 3, 1953 - W.O. 1408, P.R.C. 835.1.) On September 3, 1953, the Commission authorized the issuance of a right-of-way easement to Jack K. Dooling, covering a strip of tide and submerged lands in San Francisco Bay. One provision of the authorization was that the lessee, as part of the consideration, was to deliver a good and sufficient quitclaim in favor of the State for all parts of the area leased. This was in accordance with the preamble of the Calendar item, which noted that such quitclaim should be received from all owners of tax deeds or any other interest for the area within the right of way. This was written unintentionally, the intention being that quitclaims should be received covering those areas claimed by clients of the applicant, Jack K. Dooling. These claims cover the larger part but not all of the area for which an easement is desired.

Issuance of the requested easement was also made subject to consultation with the Department of Public Works concerning a right by the State to cross at any time during the term of the lease the leased area by a transbay bridge or approaches or other appurtenances. The Executive Officer wrote to Mr. Frank B. Durkee, Director of Public Works, on September 15, 1953, requesting comments concerning insertion of a special condition in the requested easement agreement permitting the crossing of the 200-foot right of way by a transbay bridge or approaches. No reply was received. The Executive Officer again wrote Mr. Durkee on October 6, 1953, informing him that it was his opinion that our standard lease form amply protects the State in case of an overhead crossing, that a requirement that our lessee assume the costs of an underground crossing would result in a burden the lessee could not carry, and that the consultation required by the Commission appeared to have been had. Mr. Durkee had been informed of the date and time of this meeting of the Commission in the event that he might wish to attend or to be represented.

Mr. Dean stated that he had met Mr. Durkee on the train while enroute to the meeting, and Mr. Durkee had told him it was satisfactory to go ahead with the standard form of easement.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, IT WAS RESOLVED AS FOLLOWS:

Item 3, Pages 1854-55, Minutes of September 3, 1953, is revised by striking the words "a good and sufficient quitclaim in favor of the State for all parts of the area leased", and substituting therefor the words "a good and sufficient quitclaim in favor of the State for those portions of the area leased which are claimed by clients of the applicant"; and further that, in view of the indefinite status of a South San Francisco Bay bridge crossing over the lands included within the easement, the statutory standard reservation to the State with respect to other uses, including rights of way, be specifically set forth in the agreement authorized on September 3, 1953.