

MINUTE ITEM 40

12/17/81  
W 22421  
Hadly  
A. Scott

COLORADO RIVER SPORTSMAN'S LEAGUE  
EXCHANGE AGREEMENT SLL NO. 75

Calendar Item 40 attached was pulled from the agenda prior  
to the meeting.

Attachment: Calendar Item 40.

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40

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COLORADO RIVER SPORTSMAN'S LEAGUE  
EXCHANGE AGREEMENT SLL NO. 75

BACKGROUND:

Staff was contacted in early 1980 by representatives of the Colorado River Sportsman's League, Inc. (Sportsman's League), record owners of parcels of land adjacent to the west bank of the Colorado River three miles north of the City of Needles and by Arciero and Sons, Inc. (Arciero), a prospective purchaser and developer of such lands, regarding exceptions for possible sovereign State interests listed in a preliminary title report on the parcels. Those private parties had entered into a contract for sale of the parcels from the Sportsman's League to Arciero and had opened an escrow for transfer of title when they were made aware of a title policy exception for a possible State interest. Arciero had also drafted preliminary plans for the development of the parcels into a mobile home-recreational vehicle park and marina complex with access to the river. Realization of those development plans is contingent on passage of title from Sportsman's League to Arciero, final approval of Arciero's plans by the City of Needles (City) and an ultimate decision by Arciero to proceed with the project.

The staff was requested by the private parties to evaluate potential State claims of interest within the area of the parcels and to propose a means of resolving the questions of State claims or interests so that the proposed sale and development could proceed. In addition to the private parties' request, staff received correspondence from the City of Needles (City) strongly supporting the proposed project and requesting the Commission's cooperation in resolving the title questions.

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Based on its preliminary title analysis, staff proposed a solution that would include the State's quitclaim of any interest to the area proposed for development in exchange for the private parties' conveying fee title to an access road, a parking lot, and a parcel adjacent to the river. The private parties agreed to proceed with this proposal which involved a partial redesign of the project's preliminary plans. The private parties and the City have approved the proposed agreement, the City by way of a formal resolution of the Needles City Council, dated November 16, 1981.

**PROPOSED AGREEMENT:**

Under the proposed agreement as subsequently developed by the parties (Sportsman's League, Arciero, the City of Needles and the State) the following will occur:

1. The State will quitclaim any interest including mineral interests it may have in the area proposed for development, the Project Area as shown on Exhibit "B", a map depicting the Agreement.
2. The private parties will convey the following to the State in fee:
  - (a) a 50-foot access road, (Access Parcel as shown on Exhibit "B", and
  - (b) a 22,500 square foot parking lot (Parking Parcel as shown Exhibit "B")
  - (c) a quitclaim to the parcel adjacent to the river, Riparian Parcel as shown on Exhibit "B" and
  - (d) a quitclaim to any possible accretions to Parcels 1 and 2. Because the 1966 Interstate Compact fixed the position of the California-Arizona in the center of the present dredged channel, a small portion of the Riparian Parcel is located in the State of Arizona.

Private parties conveyances will include mineral rights. Regarding conveyance of the Riparian Parcel private parties will reserve all water rights, an easement for the exercise of such rights and

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easement for access to such parcel and for general recreational use of such parcel. Such reservations shall be for the benefit of the Project Area and the wording of such reservations shall be subject to the approval of the State. The State will receive title to the above listed parcels immediately upon closing under the Agreement.

3. Subsequently, contingent upon approval by the City of purchaser/developer Arciero's plan in the form of a final subdivision map, the City will accept an easement for road purposes over the Access Parcel and a 49-year Public Agency Permit for use and management of the Parking and Riparian Parcels for such purposes as public access, parking, general recreation and open space. The State will have a right to terminate the permit so that the Parking and Riparian Parcels may be leased to another State agency such as Department of Parks and Recreation if such an agency should propose an active management use of the parcel. Parks has tentatively expressed an interest in the parcels for possible use in their boating trails program.
4. Contingent upon approval of its final subdivision map and its decision to go forward with the project, the developer (Arciero) will improve the Access and Parking parcels according to specifications found in the Agreement.
5. Contingent upon such improvements taking place, the City pursuant to its public agency permit for the Parking and Riparian Parcels will place and regularly service appropriate trash receptacles on the parcels.
6. Contingent on final subdivision map approval by the City and the approval of all other responsible governmental entities or agencies of the marina phase of its project, Arciero will

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receive a permit from the State for construction of a water access channel across the Riparian Parcel to connect the river and the marina. Such permit shall be according to specifications and conditions set forth in the permits or approvals of the responsible government entities or agencies and Arciero will be required to maintain existing public pedestrian access to the Riparian Parcel.

**STAFF ANALYSIS AND RECOMMENDATIONS:**

The staff and the Office of the Attorney General have conducted an exhaustive study and analysis of the area of the subject parcels and of the specific parcels covered in the proposed agreement and of the provisions of the proposed agreement and has concluded the following:

1. The proposed exchange agreement is authorized by Division 6 of the P.R.C. to include specifically Section 6307 (authority to exchange lands of equal value when it is in the best interests of the State).
2. The proposed agreement is in the best interest of the State in that it will provide for public use of lands adjacent to the Colorado River for general recreation and open space and for public access and parking in conjunction with such public use.
3. The State will receive lands, interests in lands and other consideration equal to or greater in value than lands or interests in lands claimed by the State and to be relinquished or conveyed pursuant to the proposed exchange agreement.
4. The lands or interests in lands to be relinquished by the State have been improved, filled, and reclaimed, and have thereby been excluded from the public channels and are no longer available or useful or susceptible of being used for navigation and fishing and are no longer in fact submerged lands.

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The record of survey for the parcels to be conveyed to the State will be Arciero's final subdivision map as approved by the City and Commission staff. In the event that such a map acceptable to the State is not forthcoming staff will survey such parcels and prepare its own record of survey for approval by the Commission.

The proposed exchange agreement has been reviewed and approved as to form by the Office of the Attorney General and is on file in the Offices of the Commission staff.

AB 884: N/A.

EXHIBITS: A. Site Map.  
B. Map of the Agreement.

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THE AGREEMENT IS IN SETTLEMENT OF A TITLE DISPUTE AND THAT THE PROVISIONS CEQA AS WELL AS THOSE OF P.R.C. SECTION 6371 ARE INAPPLICABLE.
2. APPROVE THE PROPOSED SPORTSMAN'S LEAGUE EXCHANGE AGREEMENT, SLL NO. 75, IN SUBSTANTIALLY THE FORM ON FILE IN THE OFFICE OF THE STATE LANDS COMMISSION BETWEEN THE STATE (ACTING BY AND THROUGH THE COMMISSION), THE COLORADO RIVER SPORTSMAN'S LEAGUE, INC.; ARCIERO AND SONS, INC., AND THE CITY OF NEEDLES, WHICH AGREEMENT SHALL BE INCORPORATED BY REFERENCE HEREIN.
3. AUTHORIZE EXECUTION, ACCEPTANCE AND RECORDATION OF THE AGREEMENT AND INSTRUMENTS OF CONVEYANCE SPECIFIED IN THE AGREEMENT.
4. AUTHORIZE STAFF TO REVIEW AND ACCEPT AS A RECORD OF SURVEY FOR PARCELS CONVEYED TO THE STATE, A FINAL SUBDIVISION MAP APPROVED BY THE CITY AND (IN THE EVENT THAT SUCH A MAP IS NOT COMPLETED OR IS NOT APPROVED BY THE CITY OR IS NOT ACCEPTABLE TO STAFF, THEN STAFF IS DIRECTED TO SURVEY SUCH PARCELS AND PREPARE A RECORD OF SURVEY FOR APPROVAL BY THE COMMISSION.
5. FIND THAT THE AGREEMENT WILL PROVIDE FOR THE DEVELOPMENT OF PUBLIC ACCESS TO AND USE OF LANDS ADJACENT TO THE COLORADO RIVER FOR GENERAL RECREATION AND OPEN SPACE.

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PURPOSES AND THAT EXCHANGE OF LANDS, INTERESTS IN LANDS AND COVENANTS SET FORTH IN THE AGREEMENT IS IN THE BEST INTEREST OF THE STATE.

6. FIND AND DECLARE UPON CLOSING UNDER THE AGREEMENT THAT:

- a. THE PARCEL OR INTEREST OF LAND CONVEYED BY THE STATE (THE PROJECT AREA AS DESCRIBED IN EXHIBIT "B" OF THE AGREEMENT) HAS BEEN IMPROVED, FILLED OR RECLAIMED, AND HAS THEREBY BEEN EXCLUDED FROM THE PUBLIC CHANNELS AND IS NO LONGER AVAILABLE OR USEFUL OR SUSCEPTIBLE OF BEING USED FOR NAVIGATION AND FISHING AND IS NO LONGER IN FACT SUBMERGED LANDS.
  - b. THE LANDS AND INTEREST IN LANDS TO BE ACQUIRED BY THE STATE PURSUANT TO THIS AGREEMENT ARE OF GREATER OR EQUAL VALUE WHEN COMPARED TO THE LANDS AND INTEREST IN LANDS BEING RELINQUISHED TO PRIVATE PARTIES.
  - c. THE PARCELS OF LAND CONVEYED TO THE STATE, (THE ACCESS AND PARKING AND RIPARIAN PARCELS DESCRIBED IN EXHIBITS C-1 THROUGH C-3 OF THE AGREEMENT) SHALL BE SOVEREIGN LANDS OF THE STATE SUBJECT TO THE PUBLIC TRUST FOR COMMERCE, NAVIGATION AND FISHERIES.
7. AUTHORIZE TRANSMITTAL OF THE ABOVE FINDINGS TO THE GOVERNOR'S OFFICE WITH A REQUEST FOR EXECUTION OF A PATENT NECESSARY TO CARRY OUT THE AGREEMENT.
8. AUTHORIZE THE STAFF OF THE STATE LANDS COMMISSION AND THE OFFICE OF THE ATTORNEY GENERAL TO TAKE ALL FURTHER STEPS NECESSARY TO IMPLEMENT THE PROVISIONS OF THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, APPEARANCES IN ANY LEGAL PROCEEDINGS TO FINALIZE THIS AGREEMENT.

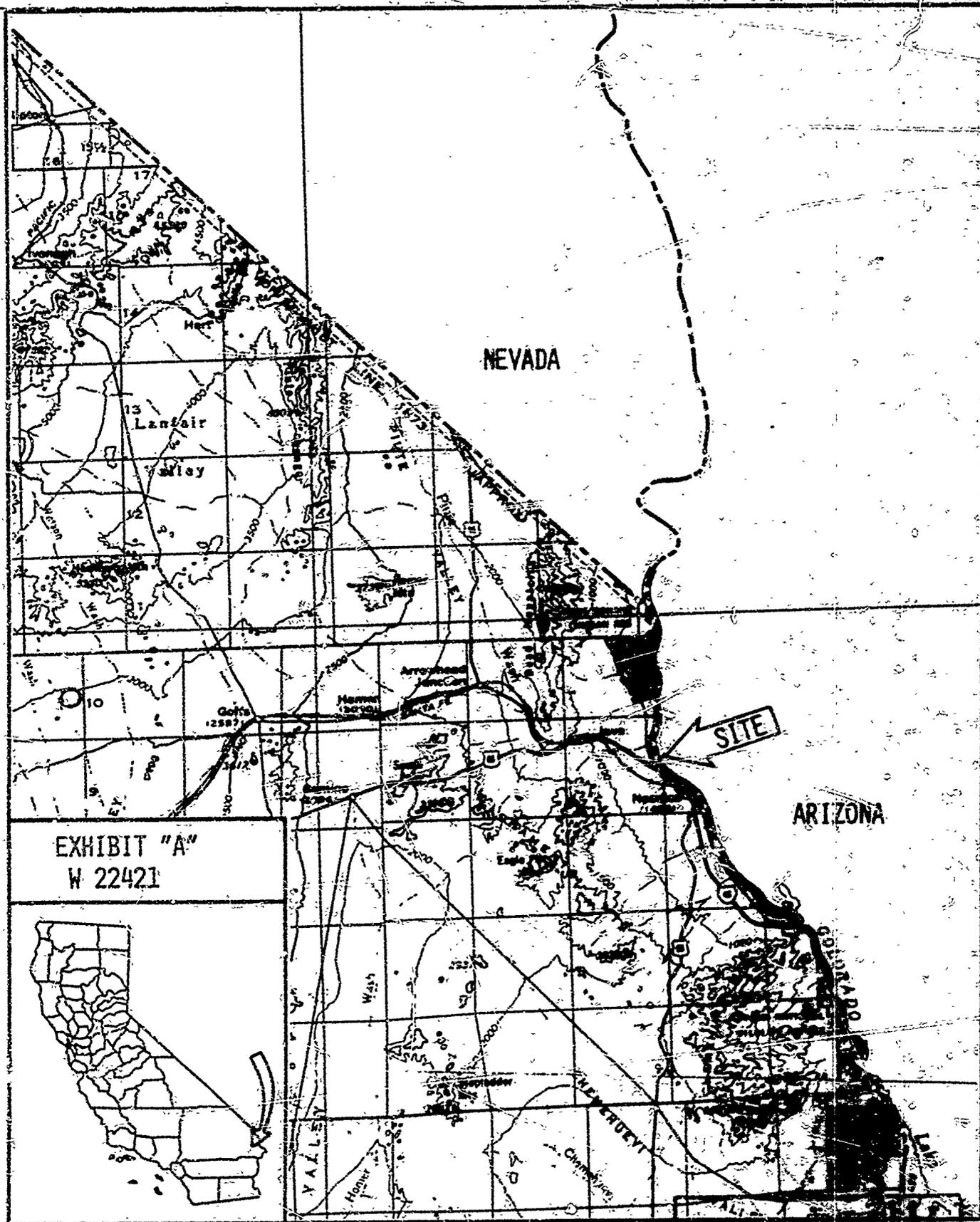
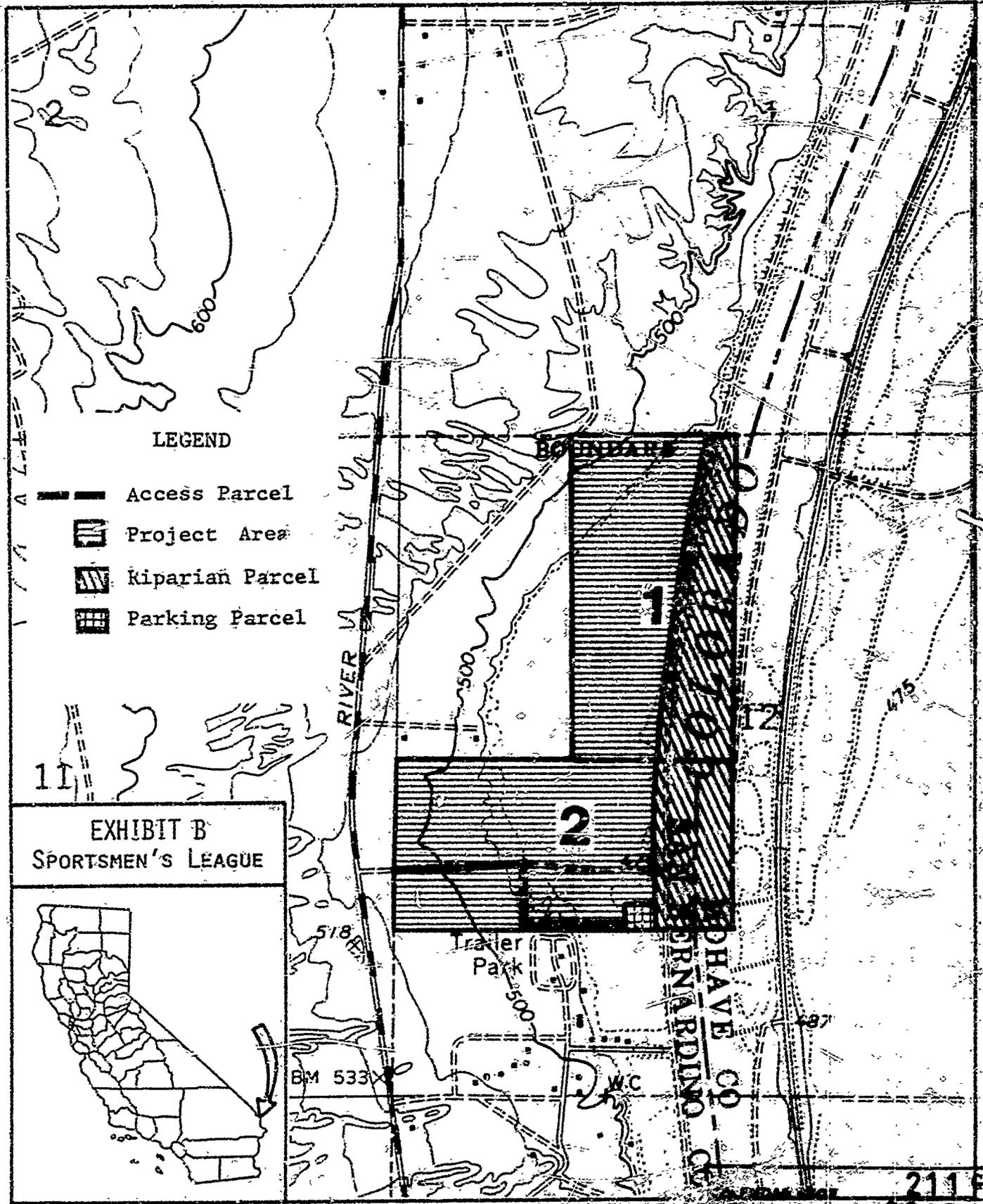


EXHIBIT "A"  
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