MINUTE ITEM
This Calendar Item No. C13
was approved as Minute Item
No. 13 by the State Lands
Commission by a vote of 3
to 0 at its 10/28/82
meeting.

CALENDAR ITEM

C 13

10/28/82
PRC 4119
Childress

ACCEPTANCE OF A QUITCLAIM DEED AND
TERMINATION OF LEASE

APPLICANT: Southern Pacific Transportation Company
One Market Street
San Francisco, California 94105

AREA, TYPE LAND AND LOCATION:
A 1.91-acre parcel, more or less, of State school land, near Herlong, in Lassen County.

LAND USE: The construction of a power distribution line.

STATUTORY AND OTHER REFERENCES:
A. P.R.C.: Div. 6, Parts 1 and 2; Div. 13.

B. Cal. Adm. Code: Title 2, Div. 3; Title 14, Div. 6.

AB 884: N/A.

OTHER PERTINENT INFORMATION:
1. The subject property is covered by two separate leases. The first involves the United States Army's occupation of the lands since February 1, 1942 and is identified as lease PRC 514.2 which commenced on May 30, 1950. Paragraph 5 of the lease states:

A 1

S 1

CALENDAR PAGE 57
MINUTE PAGE 2537

"The Government shall have the right, during the existence of this lease to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government".

The second, involves the Southern Pacific Transportation Company Right-of-Way lease which commenced on April 1, 1968 and will terminate on June 30, 1985. Paragraph 14 of the lease requires all improvements erected shall be removed by Lessee, at Lessee's sole expense and risk, within 90 days of lease termination.

The Southern Pacific Transportation Company desires to terminate their lease and has provided the Commission with a Quitclaim Deed (see Exhibit "C"). The United States Army desires that the pole line be left in place and has agreed that all property installed by Southern Pacific is deemed to have become the property of the United States Army (see Exhibit "D").

Since the United States Army currently leases the subject property and is willing to assume responsibility for the improvements and Southern Pacific desires to divest itself of this lease, it is recommended that the Commission accept the Quitclaim Deed and terminate "Southern Pacific's" lease PRC 4119.2.

2. This project is exempt from CEQA because it lacks a significant environmental effect pursuant to P.R.C. 21100, 14 Cal. Adm. Code 15060.

3. The project is situated on lands not identified as possessing significant

environmental values pursuant to P.R.C. 6370.1. A staff review of available environmental information indicates no reason to identify the subject school land parcel as having such values at this time.

EXHIBITS:
A. Land Description.
B. Location Map.
C. Quitclaim Deed.
D. United States document assuming jurisdiction over the improvements.

IT IS RECOMMENDED THAT THE COMMISSION:

1. DETERMINE THAT AN ENVIRONMENTAL DOCUMENT HAS NOT BEEN PREPARED FOR THIS ACTIVITY AS SUCH DOCUMENT IS NOT REQUIRED UNDER THE PROVISIONS OF P.R.C. 21100, 14 CAL. ADM. CODE 15060.

2. FIND THAT THIS ACTIVITY IS NOT SITUATED ON LANDS IDENTIFIED AS POSSESSING SIGNIFICANT ENVIRONMENTAL VALUES.

3. AUTHORIZE THE ACCEPTANCE OF LEASE QUITCLAIM DEED DATED OCTOBER 24, 1982, CURRENTLY ON FILE IN THE OFFICE OF THE STATE LANDS COMMISSION AND TERMINATE LEASE PRC 4119.2, EFFECTIVE OCTOBER 24, 1982.

EXHIBIT "A"

LAND DESCRIPTION

PRC 4119.2

A parcel of land in Lassen County, State of California, situated in the south half of the southeast quarter of Section 24 and the south half of Section 25, T28N, R16E, MDM; said parcel being a strip of land 10 feet in width lying 5 feet on each side of the following described centerline:

COMMENCING at the northwest corner of said Section 24 thence S 88° 47' 45" E 1804.5 feet; thence S 60° 20' 45" E 1902.6 feet to the TRUE POINT OF BEGINNING; thence S 00° 54' 15" E 8301.8 feet to the end of the herein described centerline.

EXCEPTING THEREFROM any portion lying within the north half of Section 25, T28N, R16E, MDM

ALSO EXCEPTING THEREFROM any portion lying within Section 24 lying outside of the south half of the southeast quarter of said Section 24, T28N, R16E, MDM.

END OF DESCRIPTION

REVIEWED SEPTEMBER 22, 1982 BY BOUNDARY AND TITLE UNIT, LEROY WEED, SUPERVISOR

CALENDAR PAGE 60

MINUTE PAGE 2500

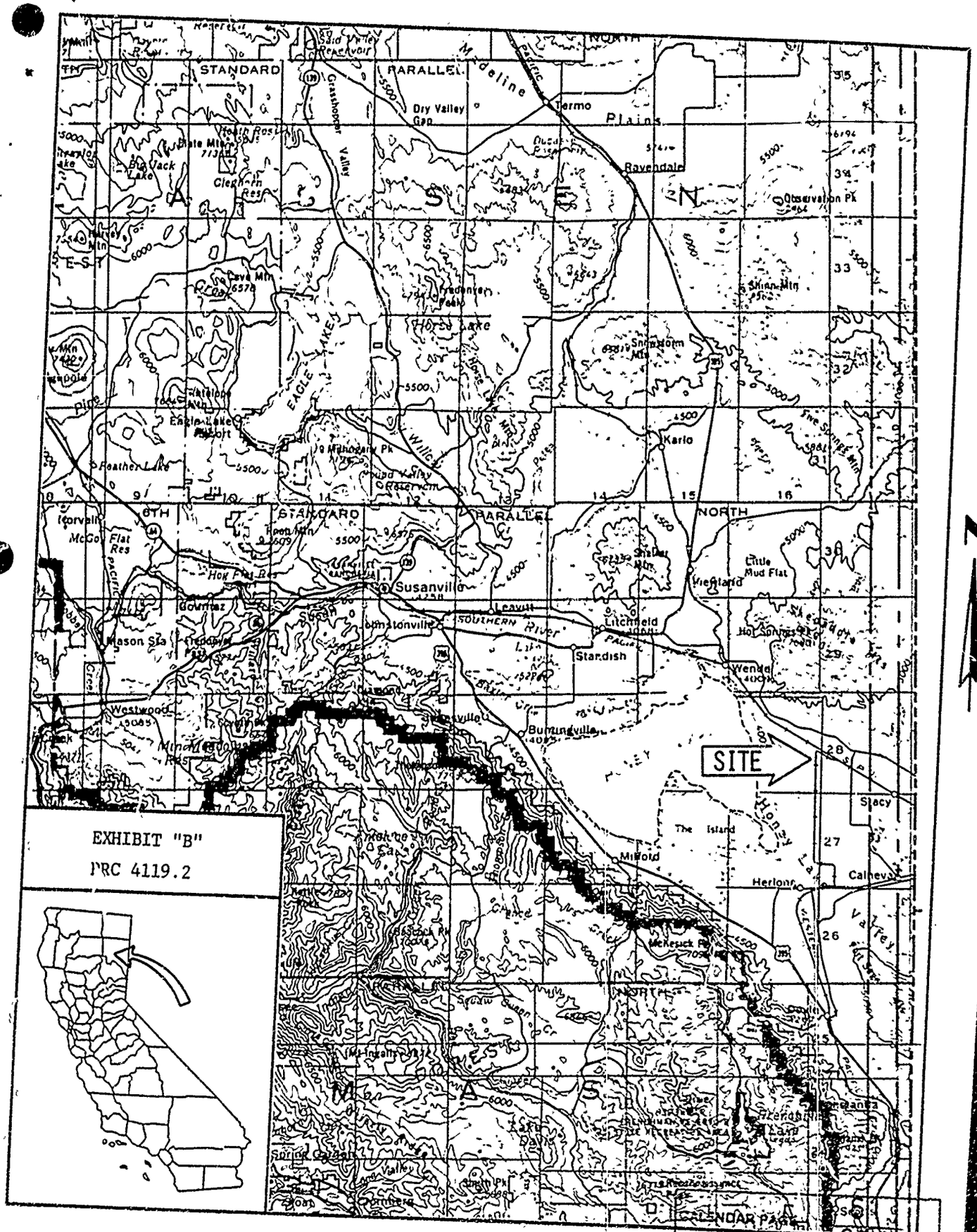

EXHIBIT "B"

PRC 4119.2

EXHIBIT C

LEASE QUITCLAIM DEED

WHEREAS, pursuant to lease renewal designated PRC 4119.2 entered into on May 14, 1976, by and between the State of California, acting by and through the State Lands Commission, as Lessor, and the Southern Pacific Transportation Company as Lessee, said Lessee was granted for a term of ten (10) years commencing July 1, 1975, the right to use the property herein described, for certain purposes specified in said lease; and

WHEREAS, pursuant to Paragraph 15, of said lease renewal, Lessee agreed to execute and deliver to State a good and sufficient quitclaim deed on the last day of said term or sooner termination of said lease.

NOW THEREFORE, the Southern Pacific Transportation Company does hereby remise, release and forever quitclaim unto the State of California any and all right, claim, title or interest arising by virtue of or pursuant to that certain lease renewal designated PRC 4119.2 entered into on May 14, 1976, respecting lands located in Lassen County, State of Califonia, and described in Exhibit "A" attached and by reference made a part hereof.

IN WITNESS WHEREOF, this Quitclaim Deed is executed this 24TH day of October, 1979.

State of California
County of _____ } ss.

R. E. Mesick
R. E. Mesick
Asst. Gen. Mgr., Real Estate

On this _____ day of _____ in the year _____, before me, _____, a Notary Public in and for said County and State, personally appeared _____, known to me to be the _____ and _____ of the corporation that executed the

STATE OF CALIFORNIA
City and County of San Francisco } ss.

On this 25th day of October in the year One Thousand Nine Hundred and Seventy Nine before me, CINNEIL R. KENNEDY, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

(One Market Plaza)

R. E. Mesick

known to me to be the Assistant General Manager, Real Estate

of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and he acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

CINNEIL R. KENNEDY
NOTARY PUBLIC CALIFORNIA
PRINCIPAL PLACE OF BUSINESS IN
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires Dec 2, 1981

Cinneil R. Kennedy
Notary Public

Corporation

CALENDAR PAGE 62
MINUTE PAGE 2532

FED PROC REG (41 CFR) 1-16.101

EXHIBIT D

1. AMENDMENT/MODIFICATION NO.	2. EFFECTIVE DATE	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable)
P00005			

5. ISSUED BY (CODE)

Facilities Engineering Division
Sierra Army Depot
Herlong, CA 96113

6. ADMINISTERED BY (If other than block 5) (CODE)

7. CONTRACTOR NAME AND ADDRESS (CODE) (FACILITY CODE)

(Street, city, county, state, and ZIP Code)

Southern Pacific Company
One Market Plaza
San Francisco, CA 94105

8. [ ] AMENDMENT OF SOLICITATION NO. _____

DATED _____ (See block 9)

[X] MODIFICATION OF CONTRACT/ORDER NO. DAAG06-69-S-0027

DATED 1 Nov 68 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) [X] This Change Order is issued pursuant to Paragraph 6 of Contract No. DAAG06-69-S-0027 "Termination".

The Changes set forth in block 12 are made to the above numbered contract/order.

(b) [ ] The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) [ ] This Supplemental Agreement is entered into pursuant to authority of _____

* It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

In accordance with General Provisions, paragraph 6, and letter from Southern Pacific Transportation Company, dated August 9, 1979, Contract No. DAAG06-69-S-0027 is terminated effective September 7, 1979.

All property installed by Southern Pacific Company is deemed to have become the property of the United States Army in accordance with paragraph 5 of letter from Southern Pacific Company dated April 13, 1967.

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. [X] CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT [ ] CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ... COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR	17. UNITED STATES OF AMERICA
BY [signature] (Signature of person authorized to sign)	BY [signature] (Signature of Contracting Officer)

15. NAME AND TITLE OF SIGNER (Type or print)	16. DATE SIGNED	18. NAME OF CONTRACTING OFFICER (Type or print)	19. DATE SIGNED
Assistant Manager Contract Dept.	3/17/80	MICHAEL P. BALERVIEZ Repairs & Utilities Sales Officer	9 Jan 80

CALENDAR PAGE 53

MINUTE PAGE 2590

30 101 08