MINUTE ITEM

This Calendar Item No. 31
was approved as Minute Item
No. 31 by the State Lands
Commission by a vote of 2
to 0 at its 6/23/83
meeting.

CALENDAR ITEM
31.

6/23/83
W 30014
Gorfain
SLL 99

ACCEPTANCE OF LAND DONATION FROM
PPG INDUSTRIES, INC., AT OWENS DRY LAKE IN
THE VICINITY OF BARTLETT, INYO COUNTY

BACKGROUND: In 1958, PPG Industries, Inc., ceased operation of its soda ash plant at Bartlett, California. PPG's operations included lake land leased from the State Lands Commission, a Lakeland Location parcel, and four upland parcels lying landward of the United States Meander Line along the shoreline of Owens Lake.

In 1981, when the State Lands Commission proposed to construct a demonstration solar pond power plant at Owens Lake, PPG offered to donate its land to the State and to Inyo County. This donation of land is the implementation of that offer.

DESCRIPTION OF LAND TRANSFER:
The parcels shown approximately in Exhibit "A" and described in Exhibit "B" will be donated to the State and County as follows:

- o PPG will deed to the County all right, title and interest in the parcel labeled "Deeded to County".

- o PPG will deed to the State all right, title and interest to the parcels labeled "Deeded to State".

A 34 b1

-1-

S 25

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- o PPG and the County will quitclaim to the State any interest they may have or acquire as a part of this transaction, waterward of the United States Meander Line.

AB 884: N/A.

OTHER PERTINENT INFORMATION:

1. Owens Lake, though presently dry, is impressed with the public trust for commerce, navigation and fishing. The donated parcels located landward of the United States Meander Line are free of the trust.

2. The lake lands adjacent to the parcels to be acquired have not been identified as possessing significant environmental values pursuant to PRC 6370.1.

3. This proposed action involves the donation of land and not a specific use for the acquired land. Therefore, this action does not constitute a "project" pursuant to the California Environmental Quality Act (PRC 21065).

4. Staff has reviewed preliminary title reports for the subject parcels and has inspected the property to ensure that no undue hazards exist on it. In addition, an on-site investigation by the State Department of Health concluded that the property is free of any hazardous wastes which may have been associated with the prior PPG use of the subject land.

5. Staff has also worked with representatives of PPG and the County to draw up the terms and conditions of this land transfer as reflected in the Letter of Understanding (Exhibit "B") and its amending letter from Mr. W. R. Harris (Exhibit "D").

EXHIBITS:

A. Parcel Map.
B. Letter of Understanding.
C. Location Map.
D. Amendment of Exhibit "B".

Revised 6/20/83.

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CALENDAR ITEM NO. 31. (CONTD)

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 PURSUANT TO P.R.C. 21065, AND 14 CAL. ADM. CODE 15037 AND 15060.

2. ACCEPT THE DONATION OF LANDS AT OWENS LAKE, INYO COUNTY, SHOWN APPROXIMATELY IN EXHIBIT "A", AND DESCRIBED IN AND SUBJECT TO THE TERMS OF THE LETTER OF UNDERSTANDING, EXHIBIT "B", ATTACHED HEREWITH AND MADE A PART HEREOF; AND

3. AUTHORIZE THE EXECUTIVE OFFICER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THIS LAND TRANSFER.

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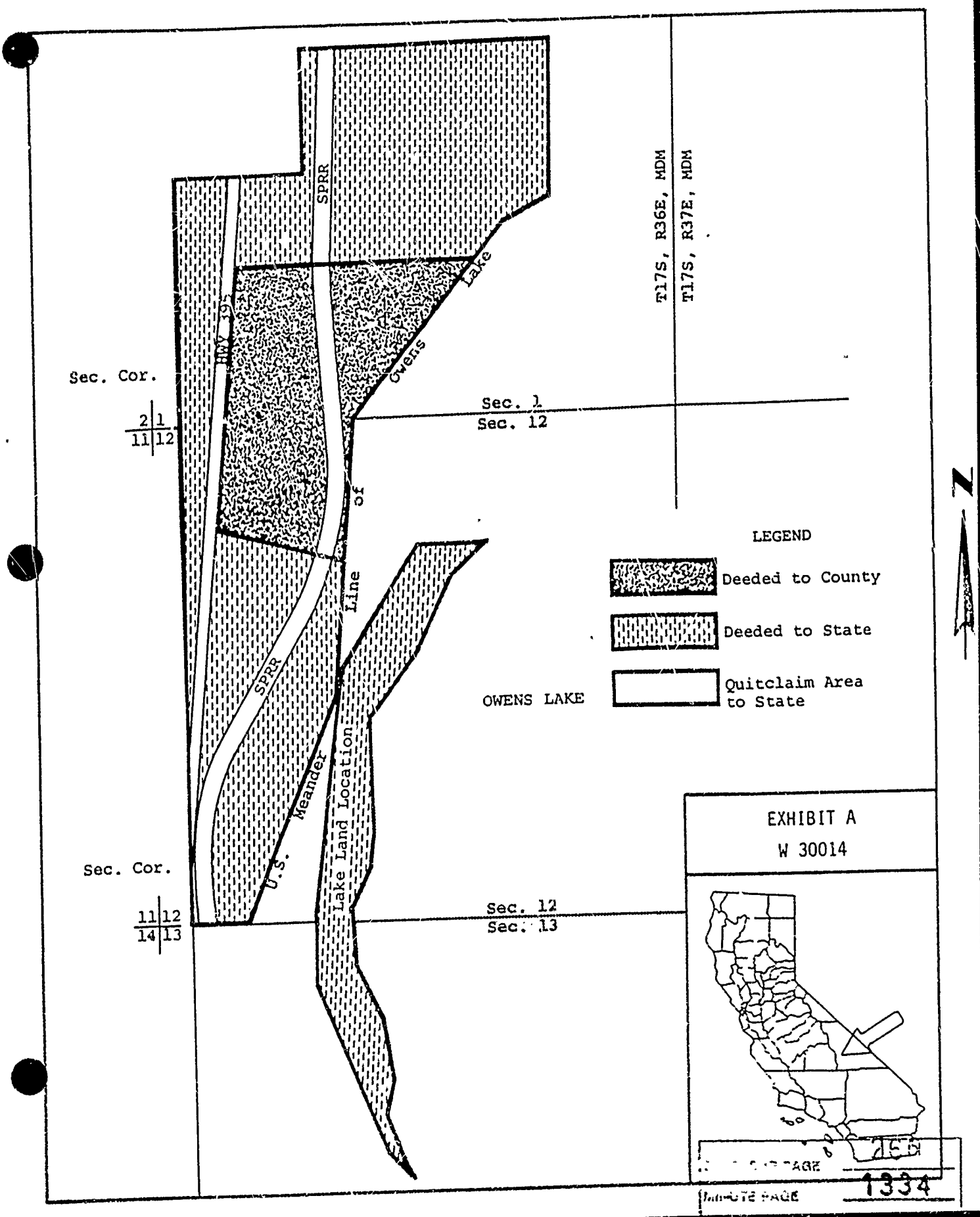
T17S, R36E, MDM
T17S, R37E, MDM
SPRR
HWY 395
Owens Lake
Sec. Cor.
2 1
11 12
Sec. 1
Sec. 12
Line of
SPRR
U.S. Meander
Lake Land Location
Sec. Cor.
11 12
14 13
Sec. 12
Sec. 13
LEGEND
Deeded to County
Deeded to State
Quitclaim Area to State
OWENS LAKE
N
EXHIBIT A
W 30014

LETTER OF UNDERSTANDING BETWEEN
PPG Industries, Inc.,
("PPG")

and
the State of California,
Acting by and through the State Lands Commission

and
the County of Inyo,
(collectively sometimes "donees")

Dated as of May 16, 1983

SUBJECT: Donation of 432 Acres, More or Less, of Land, Including All Buildings and Improvements Located Thereon, in Inyo County, California

This letter of Understanding confirms the understandings between PPG and the donees concerning a donation by PPG to the donees of some 432 acres of land, more or less, owned by PPG and located in Inyo County, California, including all buildings and improvements on the said land (hereinafter "donated properties.") The donation shall be completed pursuant to the outline discussed in this Letter of Understanding.

1. Description of Donated Properties.

The donated properties shall consist of the lands described in Exhibits "A" and "B" attached hereto and made a part hereof, including all buildings and other improvements located thereon. The State of California, acting by and through the State Lands Commission, shall receive those lands described in Exhibit A. The County of Inyo shall receive those lands described in Exhibit B.

RECORDED AT REQUEST OF
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EXHIBIT B
W 30014

2. Condition of the Land.

A. The donation is being made on an "as is, where is" basis, that is, PPG makes no representations or warranties, either expressed or implied, as to the land, the buildings, or the improvements thereon, or the respective condition, suitability for use, or fitness for any particular purpose of the donated properties or any part thereof.

B. PPG hereby discloses, and the donees acknowledge that the donated properties had been used by PPG as a chemical manufacturing facility. PPG further discloses that the manufacturing plant has been dismantled and removed and that, without making any warranties, PPG has no knowledge that the donated properties contain appreciable amounts of hazardous or toxic substances resulting from PPG's operations on the donated properties.

3. Method of Conveyance.

A. Title to the donated properties shall be transferred to the donees by Grant Deeds.

B. PPG shall quitclaim to the State of California, acting by and through the State Lands Commission, all right, title, and interest of PPG in and to any lands below the Federal meander line of Owens Lake, as described in Exhibit C hereto.

C. The County of Inyo shall quitclaim to the State of California, acting by and through the State Lands Commission, all right, title, interest of the County in and to any lands lying below the Federal meander line of Owens Lake, as described in Exhibit D hereto.

[illegible] PAGE 261.1
[illegible] 1336

4. Quality of Title.

A. All current taxes and assessments shall be prorated as of the date the escrow for this donation is disbursed.

B. Title shall be granted subject to any and all conveyances, covenants, restrictions, reservations, exceptions, ordinances, oil, gas, or other mineral leases, or encumbrances of record.

C. Title shall be granted subject to any and all easements, rights-of-way, roads or railroads, recorded or unrecorded, which affect the donated properties.

D. Except for the parcel of land known commonly as the "lakelands" property, which is Parcel No. 1 in Exhibit A hereto, PPG shall retain all coal, oil, gas, and other minerals of whatsoever nature or kind lying 2,000 feet or more beneath the surface of the donated properties, including therewith the right to explore, dig, mine, extract, use, and/or remove any and all such coal, oil, gas, or other minerals which may be found, but not including any right of PPG to enter upon the surface of the donated properties to conduct such activities.

5. Title Insurance.

A. Before disbursement of the escrow, PPG shall secure title commitments from Ticor Title Insurance Company pertaining to the donated properties for the donees. The donees shall

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accept the state of the title presented by such commitments and the escrow will be disbursed pursuant to the understandings in this Letter, unless, within five days after receipt of the commitments, the donees, or either of them, make written objection to the title to PPG. If any objections to title are so made, it is understood that PPG will have no obligation to cure the title, but, upon refusal of either or both of the donees to accept the state of the title presented, the donation of the donated properties will not be consummated and PPG will retain title to the same.

B. In the event no objection to title is made by either or both of the donees, at the time of closing, PPG will secure, at its own cost, an owner's policy of title insurance for each of the donees, based upon the above-referenced title commitments. The amount of title insurance suggested for the properties being donated to the State of California is $272,847. The amount of title insurance suggested for the property being donated to the County of Inyo is $228,813. The donees hereby agree to these amounts for title insurance purposes only.

6. Costs.

A. In addition to any costs for title search and title premiums, as discussed above, PPG will pay the cost of closing, including any escrow fees imposed by Ticor Title Insurance Company.

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Because the State of California has prepared the deeds to the donees at no cost to PPG, and because, pursuant to Section 11922 of the California Revenue and Taxation Code, no transfer taxes will be assessed, PPG will have no obligation to pay such charges. In addition, the State of California will arrange to have the deeds to the donees recorded at no charge to PPG.

7. Southern Pacific Transportation Company.

PPG hereby discloses to the donees that it had entered into certain leases, crossing and service agreements with the Southern Pacific Transportation Company ("SP") in connection with PPG's former operations on the donated properties. PPG further discloses that it has, or will shortly, indicate its intention to the SP to formally terminate such leases and agreements.

Pursuant to its rights, the SP may enter upon the donated properties to remove any pipelines, tracks, and other facilities formerly used by PPG as are located on or adjacent to the property or rights-of-way of the SP. The donees hereby agree to permit the SP to enter upon the donated properties for such purposes and to release PPG from all liability therefor.

8. Post Closing Obligations.

After title to the donated properties is vested in the donees, PPG will have no further obligation to either of the donees or their respective successors or assigns with regard to the donated properties by virtue of such donations except for such specific post closing responsibilities as PPG may expressly choose to assume in the deeds delivered to each donee.

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The purpose of this Letter of Understanding is to establish the understandings of the parties hereto in effecting the donations. It is understood that PPG has no legal obligation to transfer title to the donated properties to the donees or either of them. Rather the parties hereto acknowledge that the donation transaction discussed in this Letter of Understanding is a donation freely made by PPG as a charitable contribution to the State of California, acting by and through the State Lands Commission, and the County of Inyo.

Witness or Attest:

Ross M. Puma
ASSISTANT SECRETARY

PPG Industries, Inc.

By: W. R. Hamm
VICE PRESIDENT

Witness or Attest:

_____

The State of California, Acting by and through the State Lands Commission

By: _____

Witness or Attest:

_____

The County of Inyo

By: _____

COUNTY CLERK'S OFFICE
MINUTE INDEX
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EXHIBIT A

P D G INDUSTRIES INC., TO STATE OF CALIF.

DESCRIPTION

Those lands situate in Sections 1, 12, and 13, Township 17 South, Range 36 East, MDB&M, in the County of Inyo, State of California, being all of Parcels No. 1 and 3 and portions of Parcels No. 2, 4 and 6, all as conveyed by that Confirmatory Deed, recorded in Volume 176 of Official Records of Inyo County at page 149 on November 23, 1966, from Columbia-Southern Chemical Corporation, of the State of Delaware, to Pittsburgh Plate Glass Company, a corporation of the Commonwealth of Pennsylvania, said parcels shown on attached Exhibit 1 and more particularly described as follows:

PARCEL NO. 1:

Those portions of Section 12 and the North half of Section 13, Township 17 South, Range 36 East, Mount Diablo Base and Meridian, in the County of Inyo, State of California, lying within the boundaries of the parcel of land described as Parcel "Fifth" and conveyed to the City of Los Angeles, by Irving Fisher and wife, by deed recorded in Vol. 15, Page 193, et seq. of Deeds in the Office of the County Recorder of said County, said parcel of land so conveyed to the City of Los Angeles being described as a whole as follows:

All those lake lands lying in said Inyo County, described as situated in Sections 12, 13 and 24 of Township 17 South, Range 36 East, and fractions in Section 19, Township 17 South, Range 37 East, all M.D.B.&M.; being the same lands more particularly described in the field notes of surveys on file in said State Land Office with Lake Land application Number 2173, as follows:

Beginning at stake No. 1, a point on the section line between Sections 19 and 30, Township 17 South, Range 37 East, M.D.B.&M., being the same as the Northwest corner of Location No. 2168 from which the U.S. Meander Post bears West 9.07 chains; thence along the line of location No. 2159 North, 10.67 chains to stake No. 2; thence North 43° 50' West, 27.80 chains to the township line at Stake No. 3; thence North 29.09 chains to stake No. 4; thence North 18° 26' West, 24.14 chains (21.14 chains per Patent) to the line between Sections 13 and 24, at stake No. 5; from which the meander post bears West 17.85 chains; thence North 45° West, 60.00 chains; thence North 22° 30' West, 30.00 chains to stake No. 7; thence North 9.85 chains to the line between 12 and 13 at stake No. 8; from which the meander line post bears West, 11.40 chains; thence North 7° East, 40.30 chains to stake No. 9; thence North 32° East 23.59 chains to stake No. 10; thence East 10.65 chains to stake No. 11 at the shore line of Owens Lake; thence along the shore line South 44° 18' West, 7.57 chains to stake No. 12; thence South 26° 50' West, 12.55 chains to stake No. 13; thence South 35° 30' West, 13.64 chains to stake No. 14; thence South 0° 59" East,

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17.83 chains to stake No. 15; thence South 7° 16' West, 6.00 chains to stake No. 16; thence South 23° 52' West, 7.18 chains to stake No. 17, thence South 2° 22' East, 1.94 chains across section line 9.09 chains to stake No. 18, thence South 23° 05' East, 10.38 chains to stake No. 19, thence South 10° 14' East, 8.86 chains to stake No. 20; thence South 12° 49' West, 6.09 chains to stake No. 21; thence South 21° 07' East, 9.09 chains to stake No. 22; thence South 78° 20' East, 6.59 chains to stake No. 23; thence South 65° 54' East, 10.50 chains to stake No. 24; thence South 60° 03' East, 4.41 chains to stake No. 25; thence South 32° 17' East, 3.24 chains to stake No. 26; thence South 4° 11' East, 4.18 chains to stake No. 27; thence South 47° 02' East, 2.71 chains to stake No. 28; thence North 40° 4' East, 1.71 chains to stake No. 29; thence South 46° 54' East, 6.27 chains to stake No. 30; thence South 18° 23' East, 2.58 chains to stake No. 31; thence South 87° 40' East, 6.48 chains to stake No. 32; thence South 5° 25' West, 4.16 chains to stake No. 33; thence South 56° 4' East, 9.17 chains to stake No. 34; thence South 11° 36' East, 8.84 chains cross section line 12.57 chains cross township line 12.91 chains to stake No. 35; thence South 7° 46' West, .54 chains cross township line, 4.54 chains to stake No. 36; thence South 26° 45' East, 1.31 chains cross township line 8.76 chains to stake No. 37; thence South 14° 27' East, 8.68 chains to stake No. 38; thence South 5° 22' West, 9.09 chains to stake No. 39; thence South 21° 22' East, 10.41 chains to stake No. 40; thence South 78° 32' East, 11.07 chains to stake No. 41; thence North 53° 38' East, 2.68 chains to stake No. 42; thence South 25° 53' West, 4.82 chains to stake No. 43; thence South 32° 47' East, 5.36 chains to stake No. 44; thence South 5° 57' East, 17.14 chains to stake No. 45; thence South 0° 50' East, 10.00 chains to the section line at stake No. 46; thence West along the North line of Location No. 2168, 5.07 chains to point of beginning, containing 175.71 acres. Run by the true Meridian Magnetic variations 17° 3' East being the same lands described in certificate No. 427 for the purchase of lake lands lying in the County of Inyo issued by the State of California, and being the same lands granted to the said Irving Fisher by the State of California by patent dated October 14, 1907 and recorded in Vol. 10 of Deeds page 421, Inyo County Records.

PARCEL NO. 2:

The north half (N 1/2) of the Northwest quarter (NW 1/4) of Section 12, Township 17 South, Range 36 East, Mount Diablo Base and Meridian in the County of Inyo, State of California, containing fifty-two and forty hundredths (52.40) acres, for which patent from the United States of America to Walter A. Kuhnert No. 975300 was issued under date of April 29, 1926, and is recorded in the Office of Inyo County Recorder in Vol. 7, Page 357 of Official Records.

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PARCEL NO. 3:

The East half (E 1/2) of Lot One (1) of the Northwest quarter (NW 1/4) being the Southeast quarter (SE 1/4) of the Northwest quarter (NW 1/4) of Section 1, Township 17 South, Range 36 East, Mount Diablo Base and Meridian, containing forty (40) acres, for which patent from the United States of America to one Walter A. Kuhnert No. 978378 was issued under date of April 29, 1926, and is recorded in the Office of Inyo County Recorder in Vol. 7 Page 355, Official Records.

ALSO, the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4) of Section 1, Township 17 South, Range 36 East, M.D.B. & M., containing forty (40) acres, for which patent from the United States of America to one Walter A. Kuhnert No. 978379 was issued under date of April 29, 1926, and is recorded in the Office of Inyo County Recorder in Vol. 7, Page 356, Official Records.

PARCEL NO. 4:

Lot 2 of the Southeast quarter (SE 1/4), being Fractional Northwest quarter (NW 1/4) of Southeast quarter (SE 1/4) and Fractional Southwest quarter (SW 1/4) of Southeast quarter (SE 1/4) of Section 1, Township 17 South, Range 36 East, Mount Diablo Base and Meridian.

ALSO Fractional Southeast quarter (SE 1/4) of Southwest quarter (SW 1/4) of Section 1 Township 17 South, Range 36 East, M.D.B. & M.

ALSO Northeast quarter (NE 1/4) of Southwest quarter (SW 1/4) of Section 1, Township 17 South, Range 36 East, M.D.B. & M.

ALSO West half (W 1/2) of Southwest quarter (SW 1/4) of Section 1, Township 17 South, Range 36 East, M.D.B. & M.

EXCEPTING THEREFROM any portion thereof which was below the ordinary high water line of Owens Lake as it existed on September 9, 1850.

SUBJECT TO any and all easements and rights-of-way, whether of record or not, granted to or held by the Southern Pacific Company.

PARCEL NO. 6:

Fractional Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section 12, Townshi 17 South, Range 36 East, Mount Diablo Base and Meridian.

ALSO fractional Southwest quarter (SW 1/4) of the Northwest quarter (NW 1/4) of Section 12, Township 17 South, Range 36 East, M.D.B. & M.

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ALSO fractional Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4) of Section 12, Township 17 South, Range 36 East, M.D.B. & M.

The said Parcels No. 1, 2, 3, 4 and 6 having been previously conveyed to Columbia-Southern Chemical Corporation by Pittsburgh Plate Glass Company, by deed dated December 1, 1952, and of record in Vol. 100, at Page 363 of the official records of Inyo County, California.

EXCEPTING AND RESERVING from the within conveyance of Parcels No. 1, 2, 3, 4 and 6, as hereinabove described, the lands and interests in lands, heretofore conveyed or granted and as excepted and reserved in the said deed from Pittsburgh Plate Glass Company to Columbia Southern Chemical Corporation:

1. All that certain parcel of land conveyed by Pittsburgh Plate Glass Company to the State of California by Grant Deed dated July 2, 1952, recorded in Vol. 98, Page 117, Official Records of Inyo County, more particularly described as follows:

A parcel of land lying across the West half (W 1/2) of the West half (W 1/2) of Section 12 and the West half (W 1/2) of the Southwest quarter (SW 1/4) of Section 1, all in Township 17 South, Range 36 East, M.D.B. & M., in the County of Inyo, State of California, which said parcel of land is more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of said Section 12, thence North 0° 01' 08" West, along West line of said Section 12 a distance of 1577.68 feet; thence leaving said West section line North 4° 03' East, 1051.86 feet; thence along a curve to the right with a radius of 20080.00 feet, through an angle of 1° 50' a distance of 642.51 feet; thence North 5° 53' East, 4662.52 feet to the North line of said West half (W 1/2) of Southwest quarter (SW 1/4) of Section 1, thence East along said North line a distance of 130.68 feet; thence leaving said North line South 5° 53' West, 4675.91 feet; thence along a curve to the left with a radius of 19950.00 feet, through an angle of 1° 50' a distance of 638.35 feet; thence South 4° 03' West, 1206.74 feet; thence South 0° 32' East, 194.02 feet; thence from a tangent which bears South 11° 19' 26" West, along a curve to the left with a radius of 3329.20 feet, through an angle of 21° 09' 20" a distance of 1229.25 feet to a point on the South line of said Section 12; thence West along said South line of Section 12, a distance of 103.42 feet to the point of beginning.

Consisting of 22.38 acres, more or less, including 14.49 acres lying within the existing highway and within railroad right-of-way.

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EXCEPTING AND RESERVING FURTHER from the within conveyance of Parcels No. 1, 2, 3, 4 and 6, as hereinabove described, the following lands and interests in lands heretofore conveyed or granted by the said Columbia-Southern Chemical Corporation:

1. All that certain parcel of land conveyed by Columbia-Southern Chemical Corporation to the State of California, by a grant deed dated October 2, 1956, recorded in Vol. 123, Page 572, Official Records of Inyo County, more particularly described as follows:

BEGINNING at a point in the west line of said Section 12 distant N 0° 01' 08" W 1,577.68 feet from the southwest corner thereof, an angle point in the westerly line of the existing State Highway Lands described in the Deed recorded July 16, 1952, in Book 98 at Page 117, Official Records of Inyo County, said point also being distant N 85° 57' W 80.00 feet from Engineer's Station "K7" 206+ 91.59 of the base line of State Highway, Road IX-Iny-23-K; thence from said point of beginning, along said westerly line described in said Deed, N 4° 03' E 826.74 feet, to the intersection thereof with the northwesterly line of the 1929 State Highway, per S.C.C. 2739; thence S 15° 00' 05" W 227.05 feet, to the intersection of said northwesterly line of the 1929 State Highway, with said West Section line; thence along said West Section line, S 0° 01' 08" E 605.37 feet, more or less, to the point of beginning.

Conveyance of all of the Parcels hereinabove described, together with the appurtenances thereto, is made expressly subject to all legal highways and to any and all valid subsisting conveyances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way, easements, servitudes and encumbrances affecting the same or any part thereof, whether or not specifically recited in this Deed.

TOGETHER WITH all accretions and relictions accruing to said Parcels No. 1, 2, 3, 4 and 6 as described in said Confirmatory Deed from Columbia-Southern Chemical Corp. to Pittsburgh Plate Glass Company.

EXCEPTING FROM the above lands described in said Confirmatory Deed from Columbia-Southern Chemical Corp. to Pittsburgh Plate Glass Co. recorded in Volume 176 O.R. 149, those portions of Parcels No. 2, 4, and 6 described as follows:

BEGINNING at a 2-inch iron pipe in a rock mound at the northwest corner of Section 12, Township 17 South, Range 36 East, MDB&M as shown on Parcel Map No. 70 filed in Book 1 of Parcel Maps at page 46 of Inyo County records on November 30, 1972, said point of beginning being the northwest corner of Parcel 2 and the southwest corner of Parcel 4 of the Confirmatory Deed from Columbia-Southern Chemical Corporation to Pittsburgh Plate Glass Company recorded in Volume 176 of Official Records of Inyo County at page 149 on November 23, 1966; thence from said point of beginning along the northerly line of said Section 12 and the line between said Parcels No. 2 and 4 N 89° 55' 27" E, 400.01 feet to the easterly right-of-way line of U.S. Highway 395, 130.00 feet wide, described in deed from Pittsburgh Plate Glass Company to the State of California filed in Inyo County records on July 16, 1952 in

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Volume 98 of Official Records at Page 117, as shown on said Parcel Map No. 70 and the TRUE POINT OF BEGINNING of the herein described parcel; thence southerly along said easterly line S 05° 53' W, 1103.48 feet; thence leaving said line S 75° 03' 49" E, 1433.86 feet to the easterly line of said Parcel No. 6, being the U.S. Meander Line of Owens Lake as shown on said Parcel Map No. 70, thence northerly along said easterly line of said Parcels No. 6 and 2 and said meander line N 04° 12' 26" E, 1473.03 feet to a 2-inch iron pipe and brass cap stamped LS 1658, in rock mound marking the meander corner between said Sections 1 and 12, said meander corner being the northeast corner of said Parcel 2 and the Southeast corner of said Parcel 4; thence along the easterly line of said Parcel No. 4 and along said meander line N 38° 48' 28" E, 2088.02 feet; thence leaving said line, S 89° 55' 27" W, 2521.44 feet to said easterly right-of-way line; thence southerly along said line S 05° 53' W, 1634.18 feet to the true point of beginning.

EXCEPTING AND RESERVING UNTO the Grantor, its successors and assigns, all oil, gas, coal, limestone, and other minerals of whatsoever nature or kind lying 2,000 feet or more beneath the surface of said Parcels No. 2, 3, 4 and 6 as hereby conveyed including therewith the right in the Grantor, its successors and assigns, to explore, dig, drill, mine, extract, use and remove any such oil, gas, coal, limestone and other minerals as may be found, but not including therewith any right of the Grantor, its successors or assigns, to enter upon the surface of said lands to conduct such activities.

The Basis of Bearing for this exception is the same used for said Parcel Map No. 70 being the record bearing, N 05° 53' E, for the center line of U.S. Highway 395 from Station K,234 + 18.70 to Station K,307 + 54.65 as shown on the right-of-way record maps filed in Book 2 at pages 56 and 57 of State Highway Maps in the office of the Inyo County Recorder.

END OF DESCRIPTION

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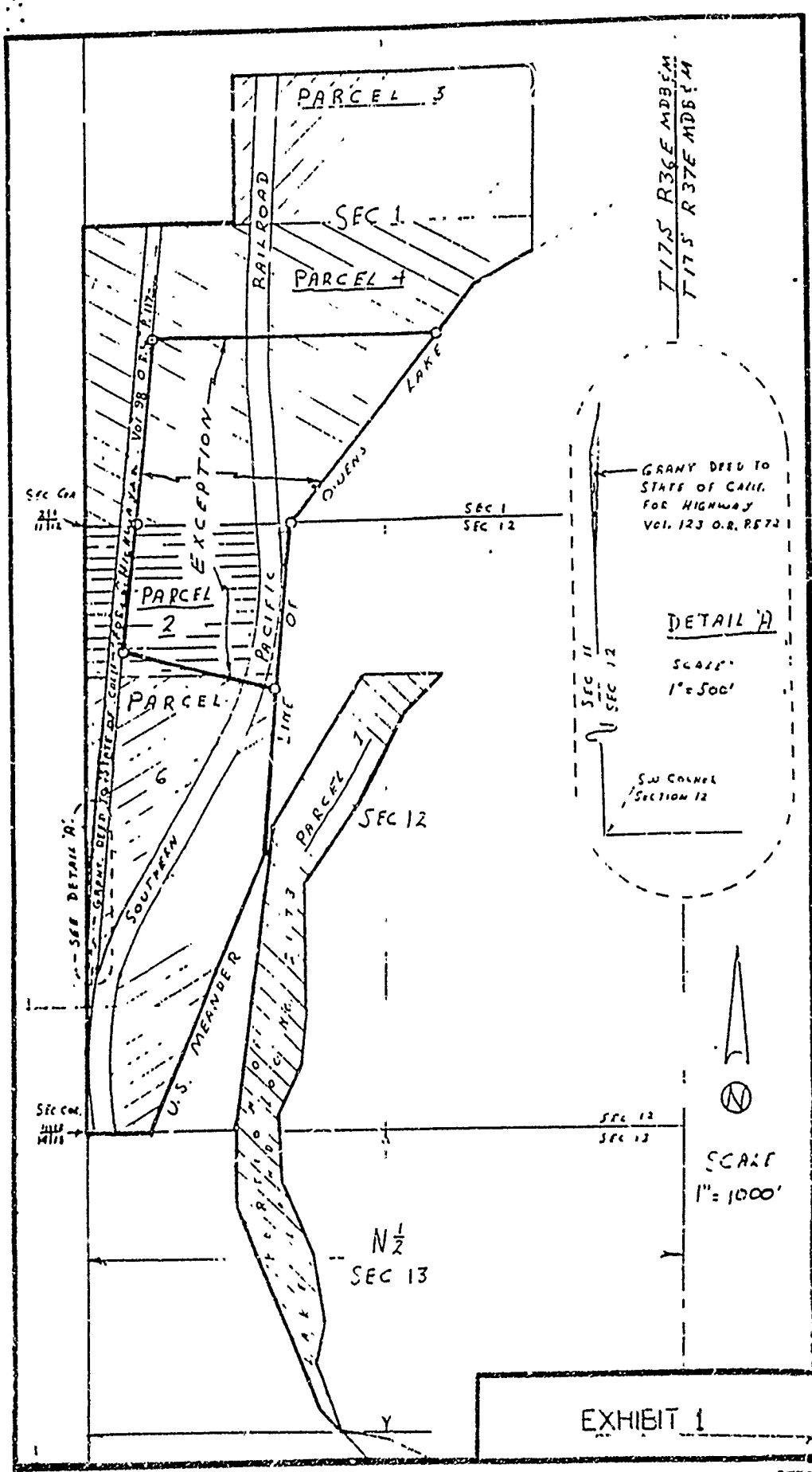
PARCEL 3
SEC 1
RAILROAD
PARCEL 4
T17S R36E MDB&M
T17S R37E MDB&M
LAKE
OWENS
EXCEPTION
SEC 1
SEC 12
GRANT DEED TO STATE OF CALIF. FOR HIGHWAY VOL. 123 O.R. P.572
PARCEL 2
PACIFIC
LINE OF
DETAIL 'A'
SCALE 1"=500'
SEC 11
SEC 12
SW CORNER SECTION 12
PARCEL 6
PARCEL 1
SEC 12
SOUTHERN
U.S. MEANDER
SEE DETAIL 'A'
SEC 12
SEC 13
SCALE 1"=1000'
N
N½
SEC 13

EXHIBIT 1

EXHIBIT "B"

PPG INDUSTRIES INC. TO THE COUNTY OF INYO

DESCRIPTION

A parcel of land in the County of Inyo, State of California, in Sections 1 and 12 of Township 17 South, Range 36 East MDB&M, said parcel being a portion of the lands described as Parcels 2, 4, and 6 of that Confirmatory Deed from Columbia-Southern Chemical Corporation to Pittsburgh Plate Glass Company recorded November 23, 1966 in Volume 176 Page 149 of Official Records of said county.

BEGINNING at a 2-inch iron pipe in a rock mound at the northwest corner of Section 12, Township 17 South, Range 36 East, MDB&M as shown on Parcel Map No. 70 filed in Book 1 of Parcel Maps at page 46 of Inyo County Records on November 30. 1972, said point of beginning being the northwest corner of Parcel 2 and the southwest corner of Parcel 4 of said Confirmatory Deed from Columbia-Southern Chemical Corporation to Pittsburgh Plate Glass Company.

Thence from said point of beginning along the northerly line of said Section 12, and the line between said Parcels 2 and 4, N 89° 55' 27" E, 400.01 feet to the easterly right-of-way line of U.S. Highway 395, 130.00 feet wide, described in deed from Pittsburgh Plate Glass Company to the State of California filed in Inyo County records on July 16, 1952 in Volume 98 of official records, at page 117, as shown on said Parcel Map No. 70 and the TRUE POINT OF BEGINNING of the herein described parcel; thence southerly along said easterly line S 05° 53' W, 1103.48 feet; thence leaving said line S 75° 03' 49" E, 1433.86 feet to the easterly line of said Parcel No. 6 being the U.S. Meander Line of Owens Lake as shown on said Parcel Map No. 70; thence northerly along said easterly line of said Parcels No. 6 and 2 and said meander line N 04° 12' 26" E, 1473.03 feet to a 2-inch iron pipe and brass cap, stamped LS 1658 in rock mound marking the meander corner between said Sections 1 and 12, said meander corner being the northeast corner of said Parcel 2 and the southeast corner of said Parcel 4; thence along the easterly line of said Parcel No. 4 and along said meander line N 33° 48' 28" E, 2038.02 feet; thence leaving said line S 89° 55' 27", W 2521.44 feet to said easterly right-of-way line; thence southerly along said line S 05° 53' W, 1634.18 feet to the true point of beginning.

EXCEPTING THEREFROM any portion thereof in said Parcel 4 which was below the ordinary high water line of Owens Lake as it existed on September 9, 1850.

SUBJECT TO any and all easements and rights-of-way, whether of record or not, granted to or held by the Southern Pacific Company in said Parcel 4.

EXCEPTING AND RESERVING UNTO the Grantor, its successors and assigns, all oil, gas, coal, limestone, and other minerals of whatsoever nature or kind lying 2,000 feet or more beneath the surface of the lands hereby conveyed including therewith the right in the Grantor, its successors and assigns, to explore, dig, drill, mine, extract, use and remove any such oil, gas, coal, limestone and other minerals as may be found, but not including therewith any right of the Grantor, its successors or assigns, to enter upon the surface of said lands to conduct such activities.

Conveyance of all of the Parcels hereinabove described, together with the appurtenances thereto, is made expressly subject to all legal highways and to any and all valid subsisting conveyances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way, easements, servitudes and encumbrances affecting the same or any part thereof, whether or not specifically recited in this Deed.

The Basis of Bearing for this description is the same used for said Parcel Map No. 70 being the record bearing, N 05° 53' E, for the center line of U.S. Highway 395 from Station K1234 + 18.70 to Station K1307 + 54.65 as shown on the right-of-way record maps filed in Book 2 at pages 56 and 57 of State Highway Maps in the Office of the Inyo County Recorder.

END OF DESCRIPTION

RECORDER'S PAGE 1349
MINUTE PAGE

EXHIBIT C

DESCRIPTION

All that portion of the bed of Owens Lake situate in the County of Inyo, State of California, lying easterly of Parcels No. 1, 2, 4 and 6 as said parcels are described in that Confirmatory Deed from Columbia-Southern Chemical Corporation, of the State of Delaware, to Pittsburgh Plate Glass Company, a Corporation of the Commonwealth of Pennsylvania, recorded November 23, 1966, in Volume 176, Page 149 of Official Records of Inyo County.

END OF DESCRIPTION

275
1350

EXHIBIT D

DESCRIPTION

All that portion of the bed of Owens Lake situate in the County of Inyo, State of California lying easterly of the following described line, said line being a portion of the U.S. Meander Line of Owens Lake in Sections 1 and 12 of T17S, R36E, MDB&M; more particularly described as follows:

BEGINNING at a 2-inch iron pipe in rock mound at the northwest corner of Section 12 Township 17 South, Range 36 East, MDB&M as shown on Parcel Map No. 70 filed in Book 1 of Parcel Maps at page 46 of Inyo County Records on November 30, 1972, said point of beginning being the northwest corner of Parcel 2 and the southwest corner of Parcel 4 of Confirmatory Deed from Columbia-Southern Chemical Corporation to Pittsburgh Plate Glass Company recorded November 23, 1966 in Volume 176 Page 149 official records of said county.

Thence from said point of beginning along the northerly line of said Section 12, and the line between said Parcels 2 and 4, N 89° 55' 27" E 400.01 feet to the easterly right-of-way line of U.S. Highway 395, 130.00 feet wide described in deed from Pittsburgh Plate Glass Company to the State of California filed in Inyo County records on July 16, 1952 in Volume 98 of official records, at page 117, as shown on said Parcel Map No. 70; thence southerly along said easterly line S 05° 53' W, 1103.48 feet; thence leaving said line S 75° 03' 49" E, 1433.86 feet to the easterly line of said Parcel No. 6 and the TRUE POINT OF BEGINNING of the herein described line being the U.S. Meander Line of Owens Lake as shown on said Parcel Map No. 70; thence northerly along said easterly line of said Parcels No. 6 and 2 and said meander line N 04° 12' 26" E, 1473.03 feet to a 2-inch iron pipe and brass cap, stamped LS 1658 in rock mound marking the meander corner between said Sections 1 and 12, said meander corner being the northeast corner of said Parcel 2 and the southeast corner of said Parcel 4; thence along the easterly line of said Parcel No. 4 and along said meander line N 38° 48' 28" E, 2088.02 feet to the northerly terminus of the herein described line from which a 2-inch iron pipe with brass cap, stamped LS 1658, in rock mound marking a meander corner of said lake shown on said Parcel Map No. 70 bears N 38° 48' 28" E 548.75 feet.

The Basis of Bearing for this description is the same used for said Parcel Map No. 70 being the record bearing, N 05° 53' E, for the center line of U.S. Highway 395 from Station $K_1$234 + 18.70 to Station $K_1$307 + 54.65 as shown on the right-of-way record maps filed in Book 2 at pages 56 and 57 of State Highway Maps in the Office of the Inyo County Recorder.

END OF DESCRIPTION

276
1351

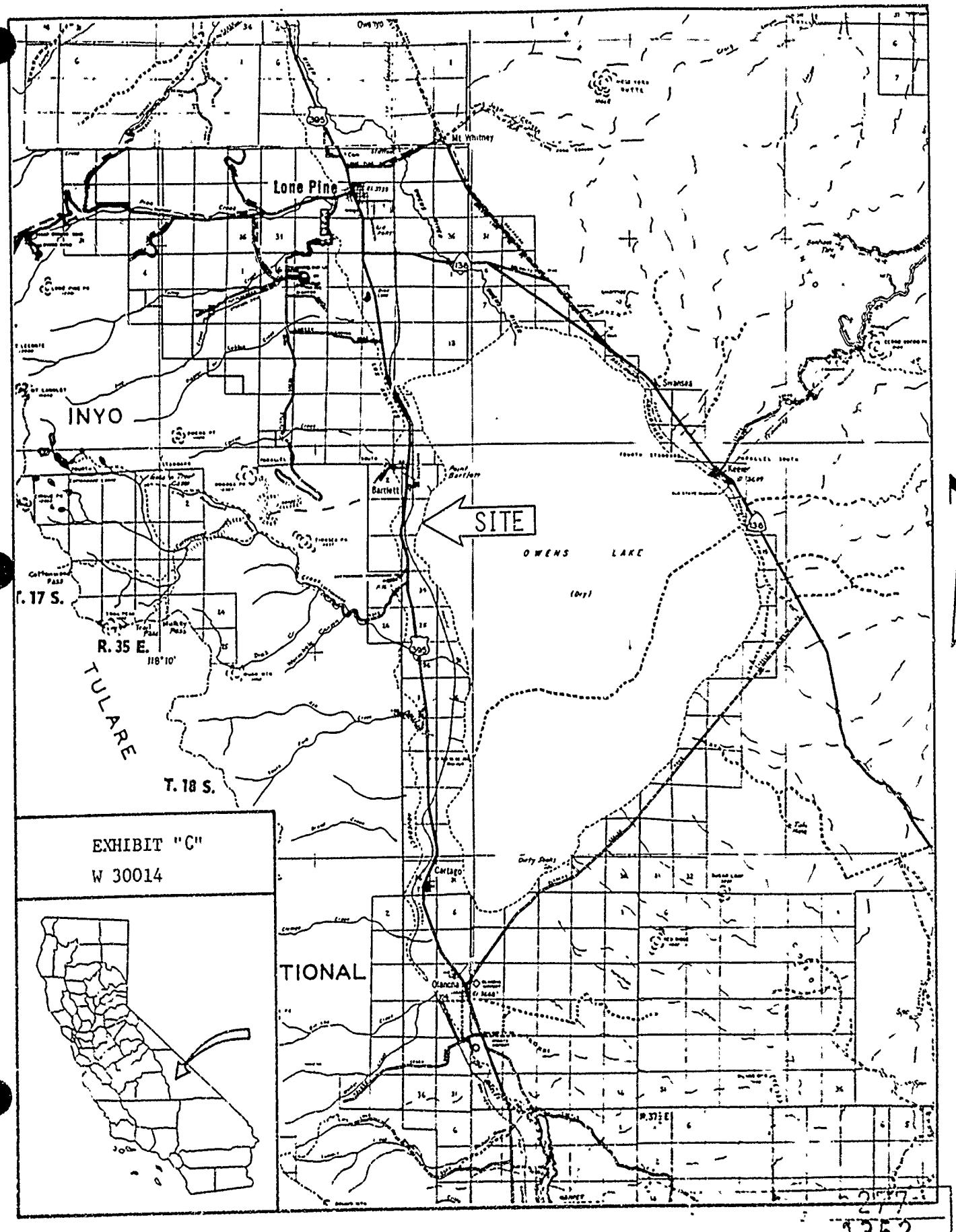

EXHIBIT "C"
W 30014

EXHIBIT "D"

PPG Industries, Inc. One PPG Place Pittsburgh, Pennsylvania 15272 (412) 434-2187

W. R. Harris
Group Vice President
Chemicals

June 16, 1983

SENT BY TELECOPIER
ORIGINAL TO FOLLOW

Mr. Daniel Gorfain
Planning and Environmental
Coordination Unit
State of California
State Lands Commission
1807 13th Street
Sacramento, California 95814

Dear Mr. Gorfain:

Re: Property Donation at Bartlett, California

At the time the Letter of Understanding concerning the above donation was prepared, we had anticipated that the Southern-Pacific Railroad might request permission to enter upon the donated land for the purpose of removing certain pipeline and other improvements constructed under the Southern-Pacific right-of-way.

We now understand that the Southern-Pacific might request PPG, through its own employees, or through contractors or subcontractors, to perform this work. Accordingly, we are hereby writing to request your consent, as an amendment to the Letter of Understanding, to allow PPG, either through its own employees, or its contractors or subcontractors, to enter upon the donated lands, as necessary, to remove and/or otherwise secure the improvements travelling under and traversing the Southern-Pacific Railroad, if the Railroad should request PPG to do so.

In the event PPG, through its own employees, or through those of contractors or subcontractors, does perform these work activities, we will of course assume all responsibilities with regard to such activities.

CALENDAR PAGE 277.1
MINUTE PAGE 1353

ADDED 6/21/83

I would appreciate the evidencing of your consent at the place indicated at the bottom of this page and that you return one fully executed original of this letter to me for my files. You may retain the other copy for your own files.

Yours very truly,

W. R. Harris
Group Vice President
Chemicals

WRH/dml

Understood, accepted, and agreed to by the State of California through the State Lands Commission this _____ day of _____, 19___.

State of California, by and through the State Lands Commission.

By _____

277.2
1354

ADDED 6/21/83