MINUTE ITEM
This Calendar Item No. C14
was approved as Minute Item
No. 14 by the State Lands
Commission by a vote of 2
to 0 at its 9/14/88
meeting.

CALENDAR ITEM

A 1

S 4

C 14

09/14/88
PRC 6194
Reese

ROAD-USE AGREEMENT

It is proposed that the Commission authorize entering into an agreement under which NOCA Timber Company would permit use by the Commission of two roads across its property that provide access to a school land parcel near Viola in Shasta County. The permitted uses would include hauling forest products from the State lands and access to and from the State lands for forest management purposes. The State would be responsible for road maintenance proportional to its use.

PERMITTOR: NOCA Timber Company
2006 Barney Rd.
Anderson, California 96007

PERMITTEE: State Lands Commission

AREA, TYPE LAND AND LOCATION:
Portions of Sections 1, 12, 13, 14 in T31N, R2E, MDM, Shasta County and portions of Sections 7, 8, 17, 18, 19 in T31N, R3E, MDM, Shasta County.

LAND USE: Ingress-egress to a school land parcel on existing roadways.

TERMS OF PROPOSED PERMIT:

Initial period: One year beginning from date of execution.

Special: 1. Permit shall continue on a year-to-year basis, unless cancelled by either party to the agreement on a 30-day written notice.

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2. To the extent that they can legally do so, both parties to the agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property arising from the uses stated within the permit, except where such injury or damage is proximately caused by the negligent or willful acts of the other, its servants, agents, or employees.

STATUTORY AND OTHER REFERENCES:

A. P.R.C.: Div. 6, Parts 1 and 2; Div. 7.7; Div. 13.

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

AB 884: N/A.

OTHER PERTINENT INFORMATION:

1. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (14 Cal. Adm. Code 15061), the staff has determined that this activity is exempt from the requirements of the CEQA under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The staff believes there is no possibility that this project may have a significant effect on the environment.

   Authority: 14 Cal. Adm. Code 15061(b)(3).

2. Pursuant to the Interagency Agreement between California Department of Forestry (CDF) and the State Lands Commission (SLC), approved by the SLC on June 26, 1980, providing for CDF to manage certain school lands, CDF staff has negotiated a road-use

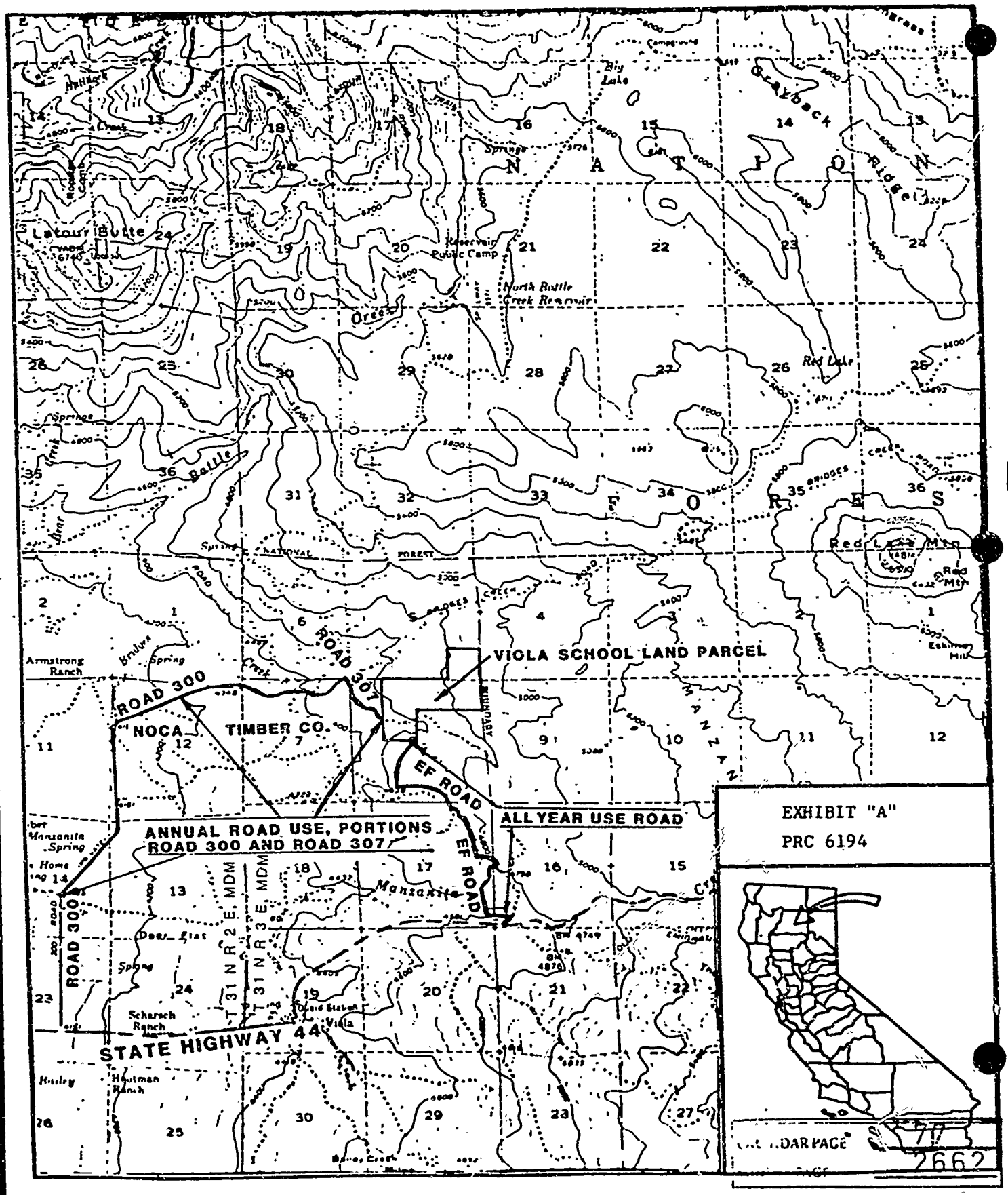
agreement across lands owned by NOCA Timber Company that will provide administrative access to a landlocked school land parcel. The staff believes that the road-use agreement is desirable in that it will provide access for removal of forest products and increase manageability to an otherwise landlocked State parcel.

EXHIBITS:
A. Land Description.
B. Location Map.
C. Road-Use Agreement

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT THE ACTIVITY IS EXEMPT FROM THE REQUIREMENTS OF THE CEQA PURSUANT TO 14 CAL. ADM. CODE 15061 BECAUSE THERE IS NO POSSIBILITY THAT THE ACTIVITY MAY HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT. (14 CAL. ADM. CODE 15061(b)(3))

2. AUTHORIZE EXECUTION OF AN AGREEMENT SUBSTANTIALLY IN THE FORM ATTACHED HERETO AS EXHIBIT "C", UNDER WHICH NOCA TIMBER COMPANY WILL PERMIT ACCESS ACROSS ITS LANDS TO THE STATE SCHOOL LANDS DESCRIBED IN EXHIBIT "A" FOR FOREST PRODUCTS HAULING AND FOREST MANAGEMENT PURPOSES.


VIOLA SCHOOL LAND PARCEL
ROAD 300
ROAD 307
NOCA TIMBER CO.
EF ROAD
ALL YEAR USE ROAD
ANNUAL ROAD USE, PORTIONS ROAD 300 AND ROAD 307
STATE HIGHWAY 44
T 31 N R 2 E MDM
T 31 N R 3 E MDM
Latour Butte
Reservoir Public Camp
North Battle Creek Reservoir
Red Lake
Red Lake Mtn
Red Mtn
Armstrong Ranch
Manzanita Spring
Scharsch Ranch
Hautman Ranch
Viola
Manzanita
Grayback Ridge
Big Lake
N A T I O N
F O R E S
NATIONAL FOREST
EXHIBIT "A"
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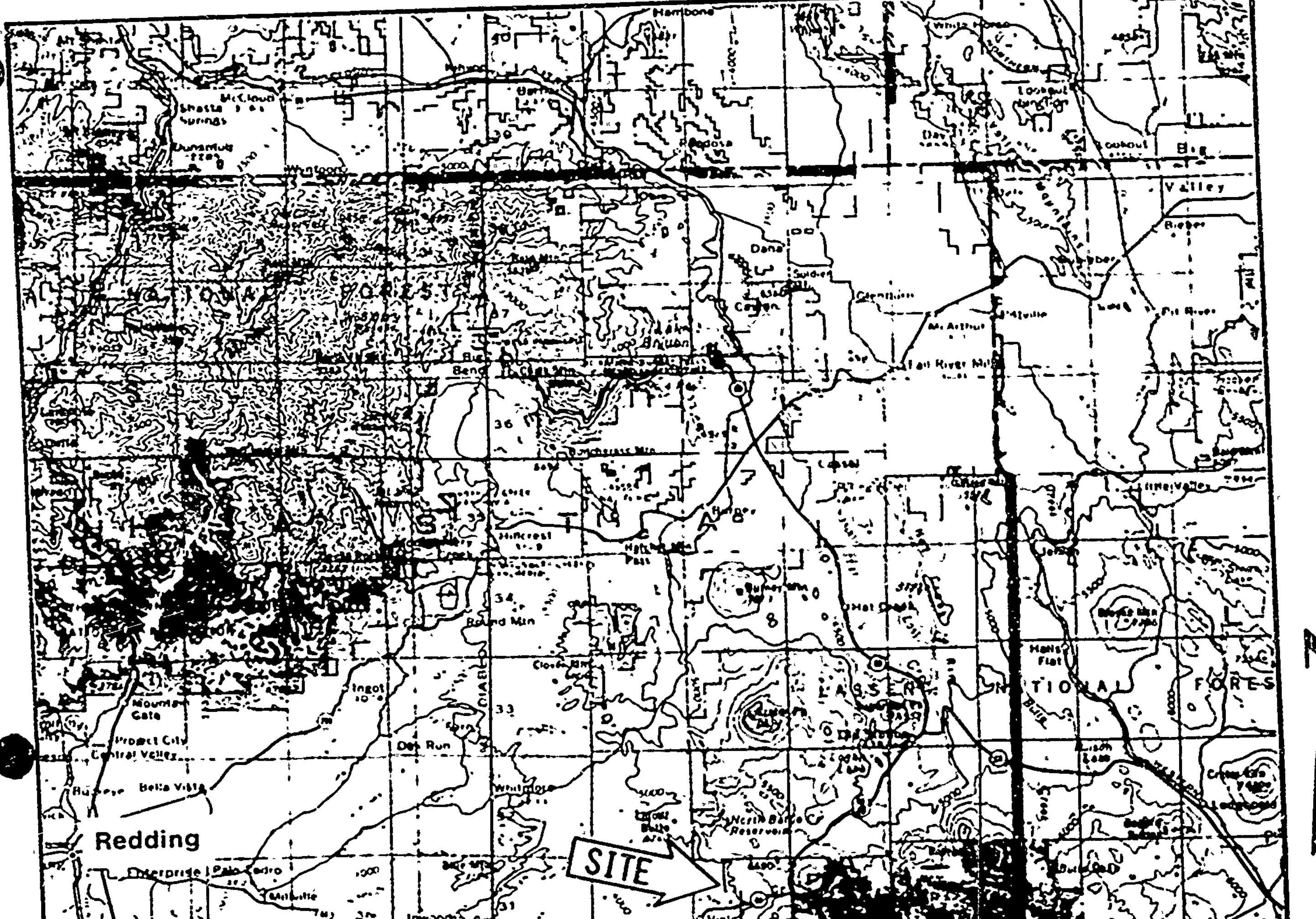

EXHIBIT "B"

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EXHIBIT "C"

PERMIT

THIS PERMIT issued this _____ day of _____, 19__, by NOCA TIMBER COMPANY, hereinafter referred to as Permittor, to the STATE LANDS COMMISSION hereinafter referred to as Permittee;

WITNESSETH

In consideration of the agreements of Permittee herein contained, Permittor agrees to permit Permittee to use existing roads as shown on Exhibit "A" solely for the uses as herein provided, and confers upon Permittee no other rights or privileges whatsoever with regard to said land. It is also subject to the paramount right of Permittor, hereby reserved, to use all of such portions of said land as it may from time to time desire, any and all such rights being fully transferrable by Permittor as it may see fit.

The lands covered by this Permit and the permitted uses thereof are those described below the signatures of the parties on the last page of this Permit.

Permittee further agrees not to cut, damage, or remove any timber, structures or improvements on said land, to use his best efforts to prevent other parties from trespassing thereon, and to notify Permittor promptly of any such trespass coming to Permittee's notice.

Permittee further agrees that no improvements will be constructed or placed on the land except pursuant to the prior written consent of Permittor.

Permittee further agrees to use his best efforts to prevent any grass, brush or forest fire starting on said land and will equip each camp maintained by Permittee on said land with a serviceable shovel and axe for use in extinguishing camp and forest fires. All forest fire laws will be strictly observed. Permittee further agrees to attack all fires discovered on said land and use his best effort to control the same until reported to, or relieved by, fire fighting services.

To the extent that they can legally do so, both parties to this Agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property, arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of the other, its servants, agents, or employees.

In the event that Permittor makes any use of any of the property covered hereby which, in the opinion of either party hereto, conflicts with the reasonable use of such property for authorized purposed by Permittee, the property affected by such conflicting use, while being so used, shall be removed from the effect of this permit during the full calendar year, and the payments of Permittee for any damaged for any injury to Permittee resulting directly or indirectly from any conflicting use, even through negligence.

The term of this Agreement shall be for (1) one year from the date of execution, and shall continue on a year-to-year basis, unless cancelled by either party to the Agreement on a 30-day written notice.

Both parties hereto agree that any notification to either of them pertaining to the subject matter of this Permit shall be considered to have been given personally if sent by registered mail, with postage pre-paid, to the party to whom directed, at the address of such party which appears in this Permit or at such other address as either party may hereafter designate by notice in writing to the other.

Permittee agrees that this Permit shall not be assigned or transferred or any rights hereunder granted by Permittee to others except to the Permittee's timber sale contractor, as to all of any portion of said land without the prior consent of Permittor.

As used in this Permit the masculine gender shall include the feminine and neuter and the singular number shall include the plural. If attached to the Permit, the insurance requirements and all of the conditions thereof as set forth in said attachments are incorporated in and made a part of this Permit.

WITNESS the execution hereof, the day and year first above written.

STATE LANDS COMMISSION AS TRUSTEE FOR STATE SCHOOL LANDS	NOCA TIMBER COMPANY
By_____ Permittee	By_____ Permittor

All contractors not employed directly by the Permittee, shall provide Permittor insurance coverage meeting the requirements in Exhibit "C".

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DESCRIPTION OF LANDS

INCLUDED IN THE FOREGOING PERMIT

USE PERIOD: 01-01-89 - 08-01-89 300 ROAD
307 ROAD

Existing road crossing portions of Section 14, 13, 12, 1, in T31N, R2E, and Sections 7 and 8 in T31N, R3E, as shown on attached map (Exhibit "A").

USE PERIOD: All year EF ROAD

Existing road crossing portions of Sections 8, 17, 18, and 19 in T31N, R3E, as shown on attach map (Exhibit "A").

AUTHORIZED USE

- Use of the above described roads for forest products hauling and associated forest management purposes involving the State Lands Commission's Viola School Land Parcel shown on Exhibit "A".
- Permittee is responsible for maintaining the road in a serviceable condition for his use. This will include, but not be limited to, performance of the requirements as set forth in attached Exhibit "D".
- Gates accessing the described area shall be kept locked at all times, unless otherwise specified in writing.
- The Permittor agrees to furnish the Permittee a key or other instrument and/or information in a timely manner to enable the other party to use the interest granted it by this Agreement.

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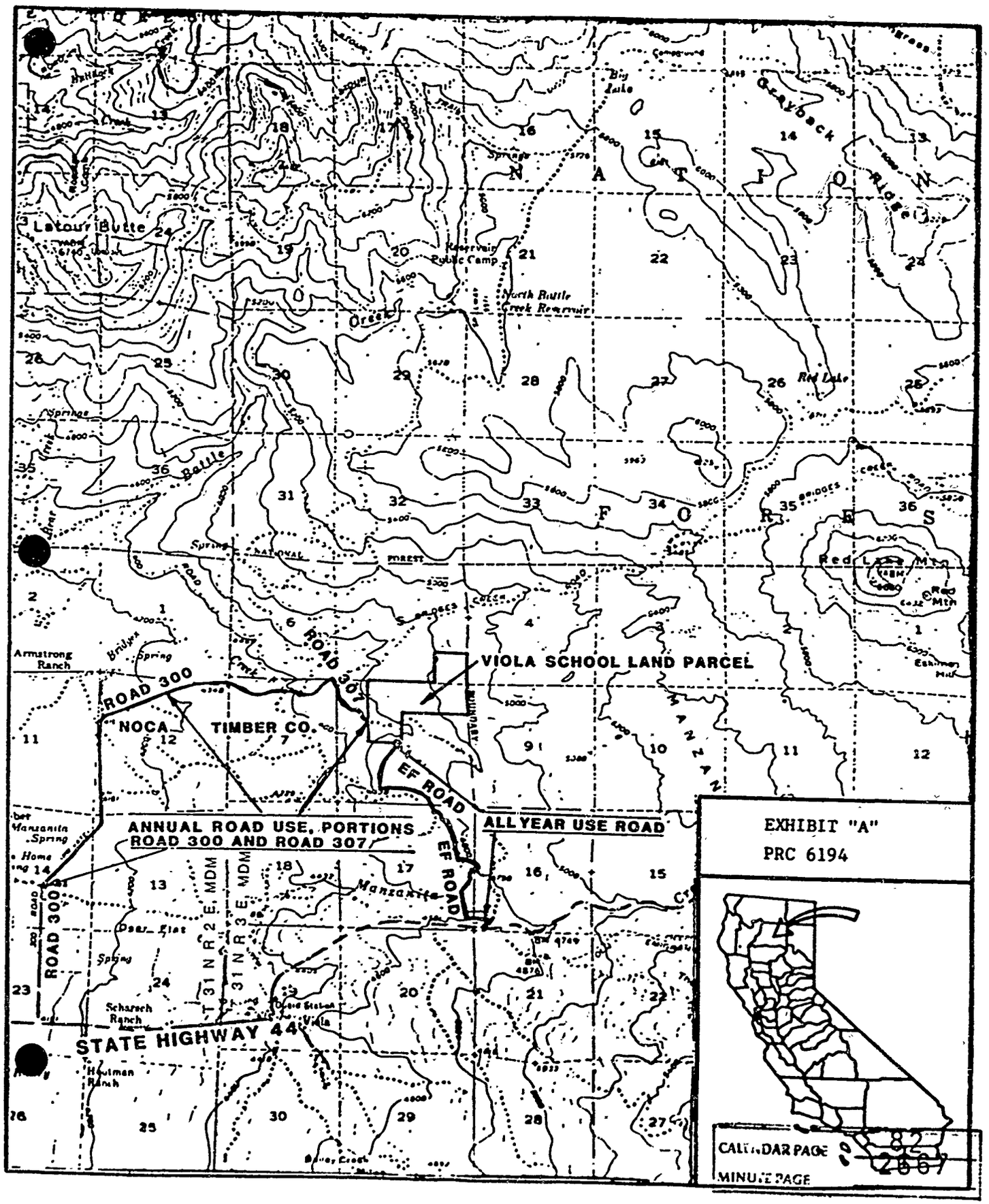

VIOLA SCHOOL LAND PARCEL
ROAD 300
ROAD 307
NOCA TIMBER CO.
EF ROAD
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ALL YEAR USE ROAD
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North Battle Creek Reservoir
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Armstrong Ranch
Manzanita Spring
Scharsch Ranch
Houtman Ranch
Manzanita
Big Lake
Grayback Ridge
T 31 N R 2 E MDM
T 31 N R 3 E MDM
N A T I O N
F O R E S
EXHIBIT "A"
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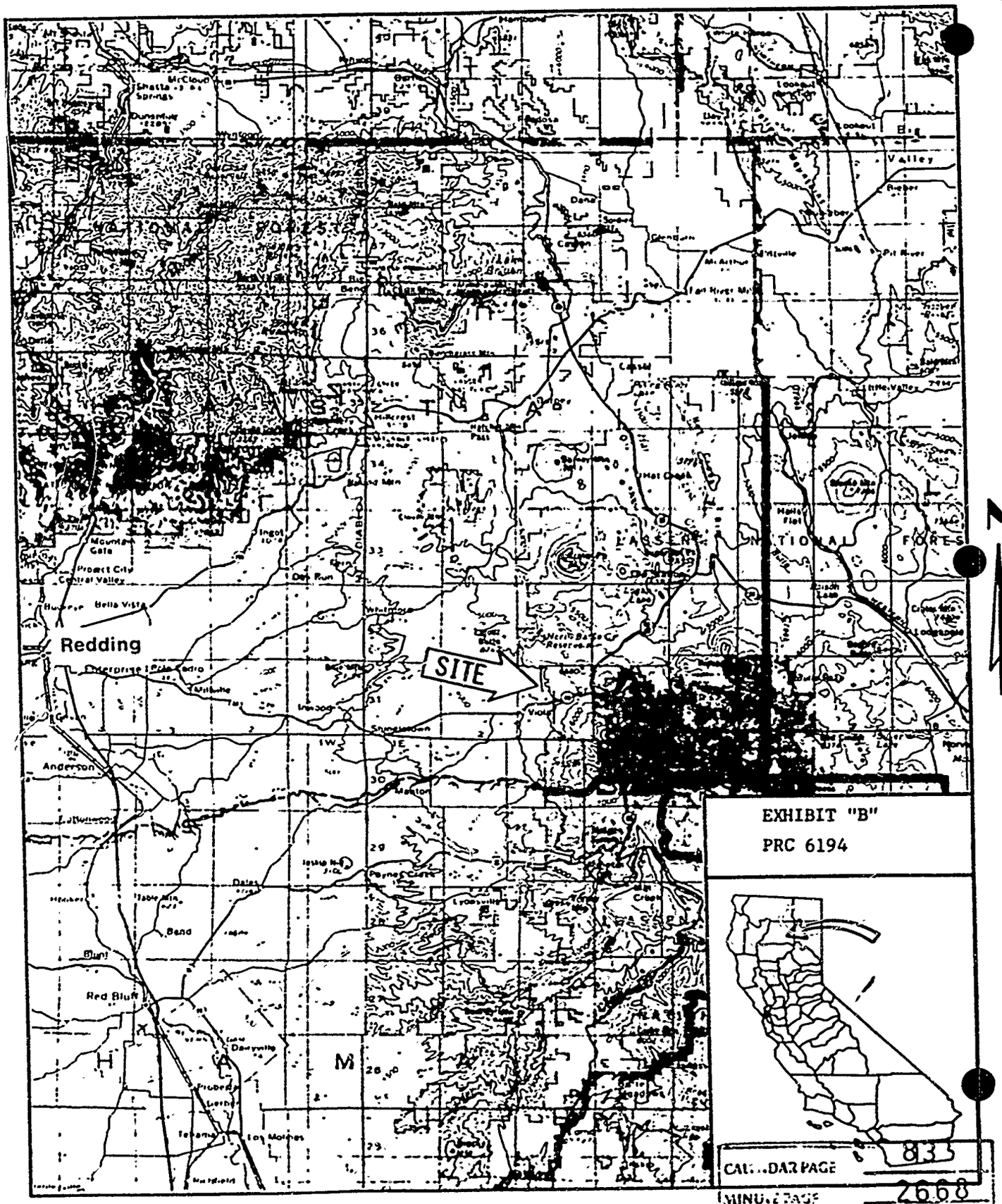

EXHIBIT "B"

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EXHIBIT "C"

RELATED TREE FARMING

All related tree farming operations such as tree planters, running lines, brush clearing, road graders, rock haul, water wagons, sprayers (except by airplane), cruisers must provide evidence of coverage (see #3 for exceptions) as follows:

The Contractor shall procure and maintain in full force and effect during the entire term hereof, at his sole cost and expense, insurance in a company of companies satisfactory to the Company, covering the liabilities (legal and assumed) of the Contractor, his contractors and subcontractors in not less than the amounts indicated and naming the Company (except as to Workers' Compensation insurance as co-insured as follows:

COVERAGE REQUIRED	LIMITS OF LIABILITY	
1) Automobile		
- Bodily Injury Liability	$100,000 each person $300,000 each accident	OR $400,000 Combined Single Limit
- Property Damage Liability	$100,000 each occurrence	
2) Comprehensive General		
- Bodily Injury Liability	$100,000 each person $300,000 each accident	OR $400,000 Combined Single Limit
- Property Damage Liability	$100,000 each occurrence	
3) Workers Compensation	Covering all of the Contractor's employees and the employees of the Contractors engaged by the Contractor. If the Contractor does not have paid employees and does not require Workers' Compensation Insurance, a release form "Exempt Workers' Compensation Insurance" Form PW 374 is required.	

The Contractor shall furnish the Company with Certificates of Insurance in duplicate for all insurance required hereunder. Such certificates shall provide that if the applicable insurance shall be revoked, cancelled or materially altered during the policy term, written notice thereof shall be given the Company at least thirty (30) days prior to such change and cancellation.

In the event that the insurance called for by this Agreement is cancelled or altered during the time the Contractor is conducting operations hereunder, the Contractor shall immediately cease all such operations, including the bucking or hauling of any down timber, until the coverage called for by this Agreement is reinstated or new coverage is obtained.

The Contractor shall not conduct any operations of any kind under this Agreement until the insurance called for above is obtained and Certificates thereof have been delivered to the Company.

EXHIBIT "D"

Viola State Lands Access Road

ROAD MAINTENANCE REQUIREMENTS

1. Grantee may apply suitable dust abatement materials as necessary to prevent road surface damage, to the satisfaction of Grantor's representative.

2. The road surface shall be kept clean, free of debris and operable during use.

3. All drainage facilities shall be kept clean, free of debris and operable during use.

4. Upon conclusion of the season, the berms shall be bladed off, ditches and culverts opened, with dips installed and operable for traffic on the road.

5. There shall be no alteration of the road profile or relocation of the road without prior written permission from Grantor.

6. Grantee shall use said road at its sole risk, and shall avoid traveling upon it to the greatest practical extent when weather conditions are such that excessive damage to the road surface may result from such use; and further, Grantee shall, at its expense, promptly repair any abnormal or excessive road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

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