

MINUTE ITEM

This Calendar Item No. C32
was approved as Minute Item
No. C32 by the State Lands
Commission by a vote of 3
to 0 at its 6/11/90
meeting.

CALENDAR ITEM

C 3 2

A 1, 2, 7, 8, 28, 32

S 2, 4, 5, 15, 17

06/11/90

PRC 6194

S. Jones

**AMENDMENT OF
INTERAGENCY LAND MANAGEMENT AGREEMENT #LC 0380 B
BETWEEN THE STATE LANDS COMMISSION AND
THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

BACKGROUND:

Through an interagency agreement between the State Lands Commission (SLC) and the California Department of Forestry and Fire Protection (CDF), dated July 1, 1980, and subsequently amended March 1, 1983, July 1, 1986, and March 2, 1988, CDF is authorized to manage surface resources of 19 State school lands parcels located in Shasta, Trinity, Lake, Alpine, Tulare, Santa Cruz, Tehama, and Fresno counties until June 30, 1990.

Under the terms of the agreement, CDF manages the parcels for:

- 1) experimentation,
- 2) demonstration of sound and innovative forest management techniques to small private owners, and
- 3) acceleration of the sale and harvesting of merchantable timber from the parcels.

As part of the project, the full range of approved California Forest Improvement Plan (CFIP) practices are to be incorporated, as appropriate to the parcels.

In 1982, CDF prepared, circulated, and adopted an EIR for a project (SCH #81082617) covering ten of the parcels. Two supplemental EIRs covering six additional parcels were prepared in 1985 and in 1987 pursuant to Section 15163 of the State CEQA Guidelines. Forest land conservation measures, wildlife

CALENDAR ITEM NO. C 3 2 (CONT'D)

habitat improvement, road construction, timber harvesting, Christmas tree harvesting, and fuel reduction programs have been accomplished on various parcels to date. Three of the parcels never had an EIR supplement because no management activities occurred.

Several of the parcels have ongoing projects which will be incomplete on June 30, 1990 when the agreement terminates. In order to prevent damage to the resources of the parcels involved, and to bring the projects to a logical conclusion, CDF proposes to amend the agreement to:

- 1) Transfer management responsibility for the following school land parcels from CDF back to SLC, effective June 30, 1990:

<u>PARCEL NO.</u>	<u>PARCEL NAME</u>
10	Cobb Mountain, Lake Co.
18	Mt. Hannah, Lake Co.
11	Majors Creek, Santa Cruz Co.
14	Hope Valley, Alpine Co.
12	Meadow Lakes, Fresno Co.
17	Big Smokey Creek, Tehama Co.
9	Lake Britton, Shasta Co.
5	Campbell Creek, Shasta Co.
4	McCloud Arm, Shasta Co.

- 2) CDF will administer in progress timber sales on the Campbell Creek and McCloud Arm parcels past June 30, 1990 if these operations are not complete.
- 3) CDF will continue to manage the following school land parcels until this agreement terminates or as otherwise described:

The management activities will involve fire hazard reduction, precommercial thinning, monitoring of eucalyptus plantations, previously planned timber harvests, and reforestation.

<u>PARCEL NO.</u>	<u>PARCEL NAME</u>
13	Mountain Home, Tulare Co.*

*Management agreement to continue until completion of sale of the parcel to CDF. Commission authorization for sale is being requested in a companion item on this agenda.

CALENDAR ITEM NO. C 3 2 (CONT'D)

<u>PARCEL NO.</u>	<u>PARCEL NAME</u>
6	Battle Creek, Shasta Co.
7	Viola, Shasta Co.
8	Buckhorn Lake, Shasta Co.
1 & 19	Summit City (including annex), Shasta Co.
2	Montgomery Creek, Shasta Co.
3	Shasta Springs, Trinity Co.
15	Hayfork Divide, Trinity Co.
16	Fawn Lodge, Trinity Co.

- 4) Extend the termination date through June 30, 1992 to provide for a logical completion to ongoing projects.

AB 884: N/A.

EXHIBIT: A. Amendment #4 to Interagency Agreement #LC 0380 B.
B. Parcel Location Map.

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT THE AMENDMENT OF INTERAGENCY AGREEMENT #LC 0380 B IS EXEMPT FROM THE REQUIREMENTS OF CEQA PURSUANT TO 14 CAL CODE REGS 15061 BECAUSE THE ACTIVITY IS NOT A PROJECT AS DEFINED BY P.R.C. 21065 AND 14 CAL. CODE REGS. 15378.
2. AUTHORIZE THE AMENDMENT, AS DESCRIBED HEREIN, OF INTERAGENCY AGREEMENT #LC 0380 B - AMENDMENT NO. 4.
3. AUTHORIZE STAFF TO EXECUTE SAID AMENDMENT - EXHIBIT "A" HERETO.

INTERAGENCY AGREEMENT

STD 13 REV. 7-80

EXHIBIT "A"

CDF-8CA63564

NUMBER
LC 0380 B

Amendment #4

THIS AGREEMENT is entered into this _____ day of _____, 19 90,
by and between the undersigned State Agencies:

Set forth services, materials, or equipment to be furnished, or work to be performed, and by whom, time for performance including the terms, date of commencement and date of completion, and provision for payment per (1204 and 8752-8752.1 SAM.)

Distribution:

- Agency providing services
 Agency receiving services
 Department of General Services
(unless exempt from DGS approval)
 Controller

Interagency Agreement #LC 0380 B (CDF #8CA63564) dated July 1, 1980, as amended March 1, 1983, July 1, 1986, and March 2, 1988, between the State Lands Commission (SLC) and the Department of Forestry and Fire Protection (CDF), for the management of certain State School Lands as demonstration forests is further amended as follows:

1. Management responsibility for the following State Lands parcels is transferred from CDF back to SLC effective June 30, 1990:

Cobb Mountain, Lake Co.
 Mt. Hannah, Lake Co.
 Majors Creek, Santa Cruz Co.
 Hope Valley, Alpine Co.
 Meadow Lakes, Fresno Co.
 Big Smokey Creek, Tehama Co.
 Lake Britton, Shasta Co.
 Campbell Creek, Shasta Co.
 McCloud Arm, Shasta Co.

(Continued on 1 sheets which are hereby attached and made a part hereof)

NAME OF STATE AGENCY RECEIVING SERVICES <u>State Lands Commission</u> CALLED ABOVE (SHORT NAME) <u>SLC</u>		NAME OF STATE AGENCY PROVIDING SERVICES <u>Department of Forestry and Fire Protection</u> CALLED ABOVE (SHORT NAME) <u>CDF</u>	
AUTHORIZED SIGNATURE <u>P</u>		AUTHORIZED SIGNATURE	
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
FUND NUMBER AND NAME		FUND NUMBER AND NAME	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$	PROGRAM/CATEGORY (CODE AND TITLE) OPTIONAL USE	FUND TITLE <u>Department of General Services Use Only</u>	
PREVIOUS AMOUNT ENCUMBERED FOR THIS CONTRACT \$	ITEM	CHAPTER	STATUTE
TOTAL AMOUNT ENCUMBERED TO DATE \$	FISCAL YEAR		
OBJECT OF EXPENDITURE (CODE AND TITLE)			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.S.A. NO.	S.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	
X		CALENDAR PAGE <u>225</u>	
		MINUTE PAGE <u>280</u>	

2. If the existing timber sale contracts on the Campbell Creek and McCloud Arm parcels are not completed by June 30, 1990, CDF will administer these sales until completion and will fulfill all requirements of the Forest Practice Act and Forest Practice Rules including stocking.
3. CDF will continue to manage the following State Lands parcels until this agreement terminates, in order to provide for a logical conclusion to ongoing projects:
 - Mountain Home, Tulare Co.
 - Battle Creek, Shasta Co.
 - Viola, Shasta Co.
 - Buckhorn Lake, Shasta Co.
 - Summit City (including annex), Shasta Co.
 - Montgomery Creek, Shasta Co.
 - Shasta Springs, Trinity Co.
 - Hayfork Divide, Trinity Co.
 - Fawn Lodge, Trinity Co.
4. This agreement is extended through June 30, 1992, at which time CDF and SLC intend to terminate this relationship.
5. Except as amended herein, all provisions of the original agreement and amendments #1, #2, and #3 shall remain in full force and effect.

NUMBER
LC 0380 B

INTERAGENCY AGREEMENT
STD 13 (REV. 10/78)

THIS AGREEMENT is entered into this 1st day of July, 1980,
by and between the undersigned State Agencies:

(Set forth services, materials, or equipment to be furnished, or work to be performed, and by whom, time for performance including the terms, date of commencement and date of completion, and provision for payment per 1280 and 8760-8760.2 SAM.)

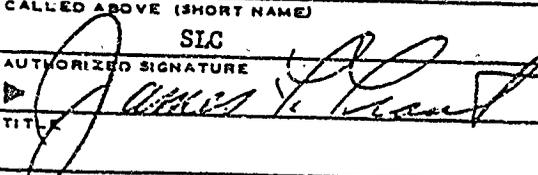
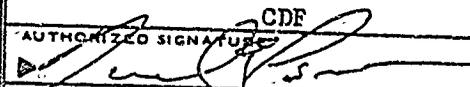
Distribution:
Agency providing services
Agency receiving services
Department of General Services
(unless exempt from DGS approval)
Controller

INTERAGENCY AGREEMENT BETWEEN
THE STATE LANDS COMMISSION AND THE
CALIFORNIA DEPARTMENT OF FORESTRY
FOR THE MANAGEMENT OF CERTAIN STATE SCHOOL
LANDS AS DEMONSTRATION FORESTS

WHEREAS, the State Lands Commission (SLC) has jurisdiction over the State School Lands, many of which are forested and support stands of merchantable timber which should be managed for forest resources production and other parcels suitable to demonstrate desirable forestry practices.

WHEREAS, the California Department of Forestry (CDF) is charged with management of State Forests, and is also charged with the operation of Demonstration Forests as provided for in Public Resources Code section 4631(c).

(Continued on page 2)

NAME OF STATE AGENCY STATE LANDS COMMISSION		NAME OF STATE AGENCY CALIFORNIA DEPARTMENT OF FORESTRY			
CALLED ABOVE (SHORT NAME) SLC		CALLED ABOVE (SHORT NAME) CDF			
AUTHORIZED SIGNATURE 		AUTHORIZED SIGNATURE 			
TITLE		TITLE Director			
(Continued on _____ sheets which are hereby attached and made a part hereof)		FUND N/A			
DEPARTMENT OF GENERAL SERVICES USE ONLY	AMOUNT ENCUMBERED	APPROPRIATION			
	\$	ITEM	CHAPTER	STATUTES	FISCAL YEAR
	UNENCUMBERED BALANCE	FUNCTION			
	\$	LINE ITEM ALLOTMENT			
	ADJ. INCREASING ENCUMBRANCE				
\$					
ADJ. DECREASING ENCUMBRANCE					
\$					
I Hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance.		T.B.A. NUMBER	S. R. NUMBER		
SIGNATURE OF ACCOUNTING OFFICER		DATE			
I hereby Certify that all conditions for exemption set forth in State Adm. Code Section 1209 (2)(b) have been complied with and this document <input type="checkbox"/> is exempt <input type="checkbox"/> is not exempt.		CALENDAR PAGE 227			
SIGNATURE: OFFICER SIGNING ON BEHALF OF AGENCY		MINUTE PAGE 1282			

WHEREAS, management by CDF on behalf of SLC, of the State School Lands set forth in this agreement will allow the parcels to be effectively used for experimentation and demonstration of innovative forest management techniques and will accelerate the sale and harvest of merchantable timber from the parcels.

WHEREAS, this agreement and collateral agreement LC-0380 is of Statewide benefit and benefit to the school land trust asset and is desired by State Lands Commission (SLC) and the California Department of Forestry (CDF).

NOW, THEREFORE, it is mutually agreed between SLC and CDF as follows:

1. CDF will have the responsibility and authority to manage the ten (10) parcels of State School Lands listed on Exhibit "A" hereto, as Demonstration Forests commencing on July 1, 1980, and continuing until and including June 30, 1990, unless sooner terminated as herein provided.
2. Prior to June 30, 1982, CDF will prepare management plans and schedules for implementation for each of the parcels. Each plan will be reviewed by SLC staff and submitted to the Commission for authorization to proceed. SLC staff shall be consulted regarding any modifications and will be advised of progress and results through periodic reports. Paperwork between the two agencies will be kept to a minimum consistent with the Commission's need to be informed.
3. Any revenues from the sale of forest products or otherwise derived from CDF management of the Demonstration Forests will be deposited to the General Fund as required by Public Resources Code Section 6217.5.
4. CDF will comply with CEQA and obtain necessary approvals from all governmental agencies having jurisdiction in the performance of projects on the Demonstration Forests.
5. All rights in the aforementioned ten (10) parcels of State School Lands are retained by the State Lands Commission, as authorized by law. Provided, however, that the SLC shall not exercise these rights in a manner inconsistent with the purpose of this agreement.
6. CDF, to the extent allowable under the law, will indemnify, save harmless, and at the option of SLC, defend the SLC against any and all claims, demands, etc., or liability arising out of or in connection with the execution of this agreement as to any actions resulting from CDF activities on any of the lands described on Exhibit "A".

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7. This agreement may be amended to add or delete parcels and may be terminated, renewed or replaced on or before the expiration date upon the consent of both parties
8. This agreement may be unilaterally terminated upon 90 days written notice, if the lands herein are sold or exchanged or if the State Lands Commission (SLC) or the California Department of Forestry (CDF) finds that such termination is in the best interest of the State.
9. There shall be no monetary charge to either the SLC or CDF under this agreement.

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EXHIBIT A

SCHOOL LAND PARCELS FOR DEMONSTRATION FORESTS

All MDM:

1. T33N R5W, Section 26, (TRACT E) that 25.59 acre portion of the $S\frac{1}{2}NE\frac{1}{4}$ conveyed to the State by exchange deed dated February 21, 1980, that lies east of Sacramento Street and south of State Highway 151.
2. T34N R1W, Section 2, $NE\frac{1}{4}SE\frac{1}{4}$
3. T33N R9W, Section 8, $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
4. T36N R4W, Section 36, all
5. T36N R5W, Section 36, all
6. T30N R1E, Section 2, $SW\frac{1}{4}NE\frac{1}{4}$, Lots 4, 9, 10, 11
7. T31N, R3E, Section 5, $SE\frac{1}{4}SE\frac{1}{4}$
Section 8, $N\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$

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8. T33N R2E, Section 19, Lot 1

9. T37N R3E, Section 16, ptn $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

10. T11N R8W, Section 15, $W\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}$

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INTERAGENCY AGREEMENT

SD 13 REV 6/76

NUMBER
LC 0380 B

Amendment

THIS AGREEMENT is entered into this 1st day of March, 1983, by and between the undersigned State Agencies:

(Set forth services, materials, or equipment to be furnished, or work to be performed, and by whom, time for performance including the terms, date of commencement and date of completion, and provision for payment per 1212.1-1212.2 and 8760-8760.2 SAM.)

Distribution:
Agency providing services
Agency receiving services
Department of General Services
(unless exempt from DGS approval)
Controller

Interagency Agreement #LC 0380 B dated July 1, 1980 between the State Lands Commission (SLC) and the California Department of Forestry (CDF) for the management of certain State school lands as demonstration forests is amended as follows:

1. Additional State Lands parcels listed on Exhibit "B" hereto will be managed by CDF under terms and conditions specified in the original agreement.
2. CDF will prepare management plans for the additional Exhibit "B" parcels by December 31, 1984.
3. Except as amended herein, all provisions of the original agreement shall remain in full force and effect.

NAME OF STATE AGENCY <u>State Lands Commission</u> <small>CALLED ABOVE (SHORT NAME)</small>		NAME OF STATE AGENCY <u>California Department of Forestry</u> <small>CALLED ABOVE (SHORT NAME)</small>			
AUTHORIZED SIGNATURE <u>[Signature]</u> <small>TITLE</small> <u>Division of Land Management and Conservation</u>		AUTHORIZED SIGNATURE <u>[Signature]</u> <small>TITLE</small> <u>Director</u>			
FUND <u>N/A</u>		FUND <u>N/A</u>			
APPROPRIATION		APPROPRIATION			
UNENCUMBERED BALANCE		ITEM	CHAPTER	STATUTES	FISCAL YEAR
NON-REVENUE ENCUMBRANCE		FUNCTION			
REVENUE ENCUMBRANCE		LINE ITEM ALLOTMENT			
I Hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance.		T. B. A. NUMBER		B. H. NUMBER	
SIGNATURE OF ACCOUNTING OFFICER		DATE			
I hereby Certify that all conditions for exemption set forth in State Administrative Manual Section 10333 have been complied with and this document <input type="checkbox"/> is exempt <input type="checkbox"/> is not exempt.					
SIGNATURE OF OFFICIAL SIGNING ON BEHALF OF AGENCY		CALENDAR PAGE		Department of General Services	
		MINUTE PAGE		1287	

EXHIBIT B

ADDITIONAL SCHOOL LAND PARCELS FOR DEMONSTRATION FORESTS

Mt. Diablo B & M

- | | | |
|------|---|-----------|
| 11. | Majors Creek, Santa Cruz County | 240 acres |
| | The Majors Creek SLC parcel as described in Exhibit "C" except portions lying south of Highway 1 and except the 440 acre portion used under grazing lease PRC 5369.2 and the 20 acre portion of agricultural lease PRC 5367.2 both of which portions lie north of Highway 1. The Commission reserves the right to renew or replace the existing leases on these portions of the parcel. | |
| 12. | Meadow Lakes, Fresno County | 240 acres |
| | T9S, R23E, Section 36, SE $\frac{1}{2}$ NW $\frac{1}{2}$, NW $\frac{1}{2}$ NE $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{2}$ | |
| 13. | Mountain Home, Tulare County | 40 acres |
| | T19S, R31E, Section 30, NE $\frac{1}{2}$ NW $\frac{1}{2}$ | |
| 14. | Hope Valley, Alpine County | 80 acres |
| | T11N, R19E, Section 31, W $\frac{1}{2}$ SE $\frac{1}{2}$ | |
| 15. | Hayfork Divide, Trinity County | 80 acres |
| | T31N, R10W, Section 14, E $\frac{1}{2}$ NW $\frac{1}{2}$ | |
| 16. | Fawn Lodge, Trinity County | 160 acres |
| | T33N, R8W, Section 32, S $\frac{1}{2}$ NW $\frac{1}{2}$ | |
| 17. | Big Smokey Creek, Tehama County | 320 acres |
| | T26N, R3E, Section 16, S $\frac{1}{2}$ | |
| 18. | Mt. Hannah, Lake County | 40 acres |
| | T12N, R8W, Section 10, SE $\frac{1}{2}$ SW $\frac{1}{2}$ | |

EXHIBIT "C"

W 20704

LAND DESCRIPTION

BEGINNING on the shore of the Pacific Ocean at the mouth of Baldwin Creek at the Southwesterly corner of land of J. A. Scaroni; thence along the Westerly line of said land of J. A. Scaroni; thence along the Easterly bank of a stream known as the Baldwin Creek, North 25° 30' West 12.93 chains; thence North 33° 15' East 14.60 chains to an alder stump on the South side of the County Road, as located August 11, 1885; thence continuing Northerly along the East bank of said Creek to an alder tree 36 inches in diameter marked "L. 3" at the Southerly corner of lands of Henry Cowell Lime & Cement Company (as described in Deed from Moses A. Heder to Henry Cowell & Isaac E. Davis, recorded in Volume 18 of Deeds, page 526); thence due North and along the Westerly line of said last mentioned lands 133.51 chains to the Southeast corner of lands conveyed to Willis J. Towne by Deed recorded in Volume 176 of Deeds page 458, Records of said County; thence West along the South boundary of said last mentioned lands 11.64 chains to the Southwest corner of said last mentioned lands, and on the Easterly line of lands conveyed to Francisco Landino and wife by Deed dated January 12, 1931 and recorded in Volume 193, page 167, Official Records of Santa Cruz County; thence along the Easterly boundary of said last mentioned lands South 5° 03' West 21.19 chains to a stake standing on a prairie from which stake an oak tree 16 inches in diameter bears South 18° 15' West 4.38 chains distant; thence along said last mentioned lands and lands of Thomas Majors South 32° 30' West 51.20 chains to a stake and mound in a prairie; thence along said lands of Majors North 54° 45' West 8 chains to a post and South 35° 15' West 24.73 chains to a post and mound at the Northwest corner of lands conveyed to Victor Scaroni by Deed recorded in Volume 157 of Deeds Page 253, Records of said County; thence along the Northerly boundary of said last mentioned lands South 54° 45' East 24.95 chains to a point in the middle of Cojo Creek; thence Southerly down the middle of said Creek to a point about 13 chains Northerly from where the County Road, (as located April 8th 1904) crosses said Creek and from which point an alder tree 12 inches in diameter bears North 24° West 45 links distant; thence leaving said Creek North 57 1/4° West 2.90 chains to a post and mound standing in the flat near the base of the hill; thence South 16° West 5.50 chains to a post and mound; thence South 16° East 8.20 chains to a fence post on the bank of Cojo Creek and on the Northerly side of the County Road (as located April 8, 1904); thence South West 17.05 chains to a post and mound on the Ocean Bluff; thence continuing South 27° West to the Pacific Ocean; thence following along the Pacific Ocean Southeasterly to the point of beginning.

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EXCEPTING THEREFROM the following:

1. A portion of land conveyed to Santa Cruz Water Company by Deed dated July 7, 1881 and recorded August 1, 1881 in Volume 32 of Deeds, page 22, Records of Santa Cruz County, and described as follows:

Commencing at a point in the middle of Cojo or Majors Creek 100 feet Northeasterly of a post marked "O" standing in the middle of said Creek near to and above a fall in said Creek and near an oak tree on the West bank of said Creek marked "B. M." said point of beginning being about 100 feet Southerly from the point where the Easterly boundary of tract marked "D", Decree of Partition crosses said Creek the last time running Northerly; thence at a right angle with said Creek Westerly 50 feet; thence Southwesterly and parallel with said Creek 150 feet; thence Southeasterly and across said Creek 100 feet; thence Northeasterly and parallel with said Creek 150 feet; thence Westerly 50 feet to the point of beginning.

2. A portion conveyed by L. F. Almstead and Fannie A. Almstead, his wife, to Santa Cruz Water Company, by Deed dated May 8, 1882 and recorded May 10, 1882 in Volume 33, page 406 of Deeds, Records of Santa Cruz County, as follows:

Commencing at a point in the middle of an open cut at the South end of Tunnel from which point the South portal of said tunnel bears North 41° West 22 feet distant; thence North 88° West 125 feet; thence North 2° East 30 feet; thence South 88° East 131 1/2 feet; thence South 68 1/4° East 130 feet; South 21° 45' West 30 feet to a stake; thence North 68 1/4°; West 125 feet to a point of beginning.

3. A strip of land 50 feet wide conveyed to the County of Santa Cruz by Deed recorded in Volume 207 of Deeds, page 338, Records of Santa Cruz County.

4. A right of way for highway purposes as granted by Coast Line Railway Company, a California corporation, and Southern Pacific Company, a Kentucky corporation, to County of Santa Cruz, a political subdivision of the State of California, by indenture dated June 29, 1914 and recorded September 11, 1914 in Volume 258 of Deeds page 279 Santa Cruz County Records, to which said Deed reference is made for a description of the demised lands; It is noted that the following is set out in the above mentioned document: "Should the party of the second part at any time abandon the use of said premises as a public highway, or should said premises not be used as a public highway for one year continuously, the easement hereby given shall cease and determine and said parties of the first part, or either of them, shall have the right to retake and resume absolute possession of said premises."

5. A strip of land 50 feet wide conveyed to the County of Santa Cruz by Deed dated August 30, 1913 and recorded in Volume 262 of Deeds, page 99. Records of Santa Cruz County, with the following:

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conditions: "This Deed is made on express condition that the present travelled County Road shall not be closed, or abandoned, so as to prevent the grantor, or his assigns from using same."

6. 25.454 Acres conveyed to the Ocean Shore Railroad Company by Deed recorded in Volume 285 of Deeds, page 68, Records of Santa Cruz County, 14,523 Acres of this 25,454 Acres were conveyed to Southern Pacific Railroad Company, a corporation in Volume 281 of Deeds page 164 Records of Santa Cruz County. Reserving the right to maintain pipe line and road crossings.

7. A strip of land 60 feet wide conveyed to the County of Santa Cruz by Deed recorded in Volume 319 of Deeds, page 163, Records of Santa Cruz County.

8. A right of way as reserved in the Deed to Ambrogio Gianone and Pio Scaroni, dated March 22, 1884 and recorded in Volume 41 of Deeds, page 26, from the 30 Acre Tract conveyed in Deed recorded in Volume 76 of Deeds, page 155, Santa Cruz County Records through and over the present used road between said tract and the County Road.

9. A parcel of land excepted in the Deed to Ambrogio Gianone and Pio Scaroni, by Deed dated March 22, 1884 and recorded in Volume 41 of Deeds, page 26, Records of Santa Cruz County, described as follows:

Commencing at maple tree marked B. M. on the East side of Majors Creek and about 10 feet from bank thereof; running Easterly direction and Westerly at right angles with the thread of said stream 40 feet to a stake; thence at right angles Northerly 150 feet; thence at a right angle Westerly 100 feet crossing said Creek to a stake; thence at right angles Southerly 150 feet to a stake on the West Bank of said Creek; thence at right angles Easterly and across said Creek to the point of beginning.

10. That parcel of land containing "3.65 acres a little more or less including 1.40 acres, a little more or less within the limits of the existing State Highway", all as described and set out in that certain Final Order of Condemnation issued out of Superior Court County of Santa Cruz, State of California, Civil Suit Number 18924, wherein The People of the State of California etc., were the Plaintiffs and J. A. Scaroni, et al were the Defendants; a certified copy of said Decree being dated April 19, 1946 and recorded April 19, 1946 in Volume 644, page 223, Official Records of Santa Cruz County.

11. A parcel of land contained "15.562 acres, more or less, in addition to 4.29 acres, more or less, within said existing State Highway", as conveyed to the State of California by Deed recorded September 17, 1959 in Volume 1271, page 400, Official Records of Santa Cruz County.

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LC 0380 B

INTERAGENCY AGREEMENT

STD 11 11-1-77

Amendment #2

THIS AGREEMENT is entered into this 1st day of July, 1986, by and between the undersigned State Agencies:

(Set forth services, materials, or equipment to be furnished, or work to be performed, and by whom, time for performance including the terms, date of commencement and date of completion, and provision for payment per 1212.1-1212.2 and 8760-8760.2 SAM.)

Distribution:
 Agency providing service
 Agency receiving service
 Department of General Services
 (unless exempt from DGS approval)
 Controller

Interagency Agreement #LC 0380 B dated July 1, 1980 between the State Lands Commission (SLC) and the California Department of Forestry (CDF) for the management of certain State School Lands as demonstration forests is amended as follows:

1. The following additional State Lands parcel will be managed by CDF under terms and conditions specified in the original Agreement:

Summit City, Shasta County

112.11 acres±

PARCEL 19

All those lands in Sections 25 and 26, T33N, R5W, MDM, Shasta County, California, described in the Exchange Deed dated February 21, 1980, to the State of California and recorded April 28, 1980 in Book 1721 Page 11, Official Records of Shasta County.

EXCEPTING THEREFROM any portion thereof lying southerly of the northerly boundary of State Highway 151 (Shasta Dam Blvd.).

- CDF will prepare a management plan and supplement to the program EIR for this additional parcel by July 1, 1987.
- Except as amended herein, all provisions of the original agreement shall remain in full force and effect.

NAME OF STATE AGENCY State Lands Commission		NAME OF STATE AGENCY California Department of Forestry			
CALLED ABOVE (SHORT NAME) SLC		CALLED ABOVE (SHORT NAME) CDF			
AUTHORIZED SIGNATURE ▶		AUTHORIZED SIGNATURE ▶			
TITLE		TITLE			
		FUNC			
<i>(Continued on _____ sheets which are hereby attached and made a part hereof)</i>					
DEPARTMENT OF GENERAL SERVICES USE ONLY		AMOUNT ENCUMBERED		APPROPRIATION	
\$		UNENCUMBERED BALANCE		ITEM	CHAPTER
\$		ADJ. INCREASING ENCUMBRANCE		STATUTES	
\$		ADJ. DECREASING ENCUMBRANCE		FISCAL YEAR	
\$		FUNCTION			
		LINE ITEM ALLOTMENT			
		I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance.		T.B.A. NUMBER	D. M. NUMBER II
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I hereby Certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document <input type="checkbox"/> is exempt <input type="checkbox"/> is not exempt from review by the Department of Finance.					
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INTERAGENCY AGREEMENT

STD 13 (REV. 9-81)

NUMBER
LC 0380 B

Amendment #3

THIS AGREEMENT is entered into this 2nd day of March, 1988, by and between the undersigned State Agencies:

Set forth services, materials, or equipment to be furnished, or work to be performed, and by whom, time for performance including the terms, date of commencement and date of completion, and provision for payment per (1212.1-1212.2 and 8760-8760.3 SAM.)

Distribution:

- Agency providing services
- Agency receiving services
- Department of General Services (unless exempt from DGS approval)
- Controller

Interagency Agreement #LC 0380 B dated July 1, 1980, as amended March 1, 1983 and July 1, 1986, between the State Lands Commission (SLC) and the Department of Forestry and Fire Protection (CDF), for the management of certain State School Lands as demonstration forests is further amended as follows:

Paragraph 3 of the original Agreement is hereby amended to read:

3. CDF will transmit to SLC, for deposit into the State Teachers Retirement Fund, the net proceeds from forest product sales after deduction of CDF actual costs to administer the sale not to exceed 25% of the total receipts.

Paragraph 9 of the original Agreement is hereby deleted.

Except as amended herein, all other terms of the original Agreement and Amendments #1 and #2 shall remain in full force and effect.

<p>NAME OF STATE AGENCY State Lands Commission CALLED ABOVE (SHORT NAME) SLC</p> <p>AUTHORIZED SIGNATURE <i>[Signature]</i></p> <p>TITLE Assistant Executive Officer</p> <p><i>(Continued on _____ sheets which are hereby attached and made a part hereof)</i></p>	<p>NAME OF STATE AGENCY Department of Forestry and Fire Protection CALLED ABOVE (SHORT NAME) CDF</p> <p>AUTHORIZED SIGNATURE <i>[Signature]</i></p> <p>TITLE Deputy Director for Resource Management</p> <p>PROGRAM/CATEGORY (CODE AND TITLE)</p>																																																
<p>DEPARTMENT OF GENERAL SERVICES USE ONLY</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">AMOUNT ENCUMBERED</td> <td colspan="3">FUND TITLE</td> </tr> <tr> <td>\$</td> <td colspan="3"></td> </tr> <tr> <td>UNENCUMBERED BALANCE</td> <td colspan="3">(OPTIONAL USE)</td> </tr> <tr> <td>\$</td> <td colspan="3"></td> </tr> <tr> <td>ADJ. INCREASING ENCUMBRANCE</td> <td>ITEM</td> <td>CHAPTER</td> <td>STATUTE</td> </tr> <tr> <td>\$</td> <td></td> <td></td> <td>FISCAL YEAR</td> </tr> <tr> <td>ADJ. DECREASING ENCUMBRANCE</td> <td colspan="3">OBJECT OF EXPENDITURE (CODE AND TITLE)</td> </tr> <tr> <td>\$</td> <td colspan="3"></td> </tr> <tr> <td colspan="2" style="text-align: center;">I Hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance.</td> <td>T.B.A. NUMBER</td> <td>B. R. NUMBER</td> </tr> <tr> <td colspan="2">SIGNATURE OF ACCOUNTING OFFICER</td> <td colspan="2">DATE</td> </tr> <tr> <td colspan="4">I hereby Certify that all conditions for exemption set forth in State Administrative Manual Section 1309 have been complied with and this document <input type="checkbox"/> is exempt <input type="checkbox"/> is not exempt from review by the Department of General Services.</td> </tr> <tr> <td colspan="2">SIGNATURE OF OFFICER SIGNING ON BEHALF OF AGENCY</td> <td colspan="2">DATE</td> </tr> </table>	AMOUNT ENCUMBERED	FUND TITLE			\$				UNENCUMBERED BALANCE	(OPTIONAL USE)			\$				ADJ. INCREASING ENCUMBRANCE	ITEM	CHAPTER	STATUTE	\$			FISCAL YEAR	ADJ. DECREASING ENCUMBRANCE	OBJECT OF EXPENDITURE (CODE AND TITLE)			\$				I Hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance.		T.B.A. NUMBER	B. R. NUMBER	SIGNATURE OF ACCOUNTING OFFICER		DATE		I hereby Certify that all conditions for exemption set forth in State Administrative Manual Section 1309 have been complied with and this document <input type="checkbox"/> is exempt <input type="checkbox"/> is not exempt from review by the Department of General Services.				SIGNATURE OF OFFICER SIGNING ON BEHALF OF AGENCY		DATE	
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