

MINUTE ITEM
This Calendar Item No. C15
was approved as Minute Item
No. C15 by the State Lands
Commission by a vote of 3
to 2 at its 8-22-90
meeting.

CALENDAR ITEM

A 2

C 1 5

08/22/90

S 2

PRC 7427

W 24576

Miller

AGREEMENT GRANTING RECIPROCAL ROAD USE EASEMENTS

APPLICANT: Andre Andreoli
910 W Church Street, Apt. #1
Ukiah, California 95482

AREA, TYPE LAND AND LOCATION:
Road is approximately 1.6 miles in length on
Andre Andreoli's land in Sections 25, T19N,
R12W; and Section 30, T19N, R11W, both MDB&M;
and 0.7 miles in length on State Lands
Commission (SLC) land in Section 25, T19N,
R12W, MDB&M near Thomas Creek, Mendocino County.

LAND USE: Road right-of-way.

TERMS OF PROPOSED AGREEMENT:
Permanent.

STATUTORY AND OTHER REFERENCES:
A. P.R.C.: Div. 6, Parts 1 and 2; Div. 13.
B. Cal. Code Regs.: 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. Code Regs. 15061), the staff has
determined that this activity is exempt
from the requirements of the CEQA because

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the activity is not a "project" as defined by CEQA and the State CEQA Guidelines.

Authority: P.R.C. 21065 and 14 Cal. Code Regs. 15378.

2. Staff is actively seeking legal access to Commission holdings in Mendocino County. Entering into reciprocal road use right-of-way agreements with adjacent owners is a direct means of achieving this goal at minimal cost to the State.
3. The reciprocal road-use agreement gives the State and Andreoli the right to use the road, without cost, for all purposes deemed necessary or desirable in connection with the protection, management, and utilization of its lands or resources, and the State shall have the right to construct and/or maintain the road within the easement.
4. This is the first phase of legal access to the Thomas Creek school land parcel. Staff will continue to acquire legal access for the remainder of the road.
5. Legal access to school land parcels will increase their economic value, and will also enhance staff's ability to provide physical management of the property.

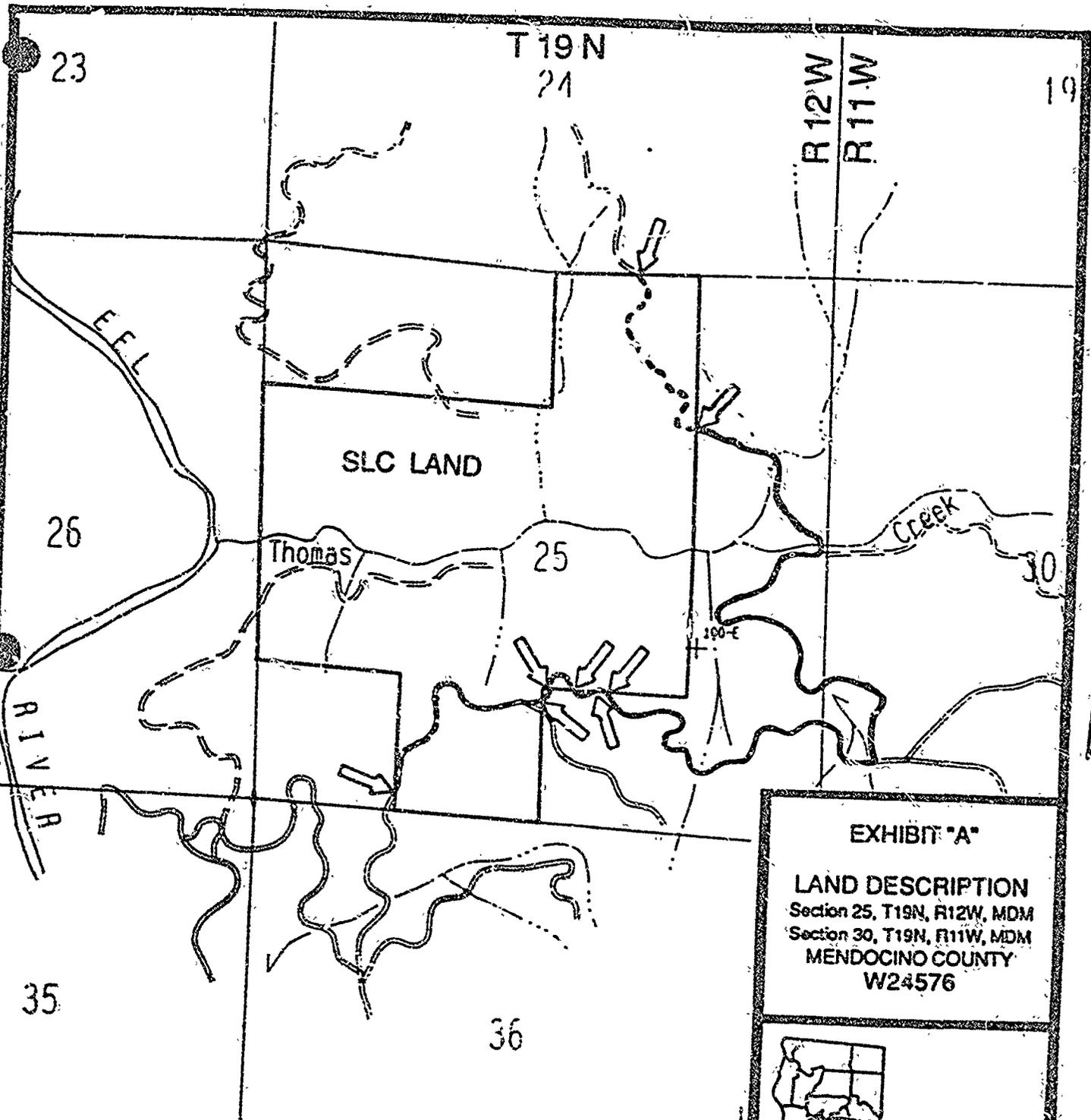
EXHIBITS:

- A. Land Description Map.
- B. Location Map.
- C. Agreement Granting Reciprocal Road Use Easements.

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT THE ACTIVITY IS EXEMPT FROM THE REQUIREMENTS OF THE 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 EXECUTION OF THIS AGREEMENT PROVIDING FOR RECIPROCAL ROAD-USE EASEMENTS TO PROVIDE ACCESS TO AND ACROSS LANDS OWNED BY THE RESPECTIVE PARTIES IN MENDOCINO COUNTY AS DEPICTED IN EXHIBIT "C" AND BY REFERENCE MADE A PART HEREOF.

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- SLC ROAD
- PRIVATE ROAD
- ➔ PROPERTY LINE INTERSECTION

EXHIBIT "A"
LAND DESCRIPTION
 Section 25, T19N, R12W, MDM
 Section 30, T19N, R11W, MDM
 MENDOCINO COUNTY
 W24576



PREPARED JULY 16, 1990 BY LLB.

Scale = 1:15,840

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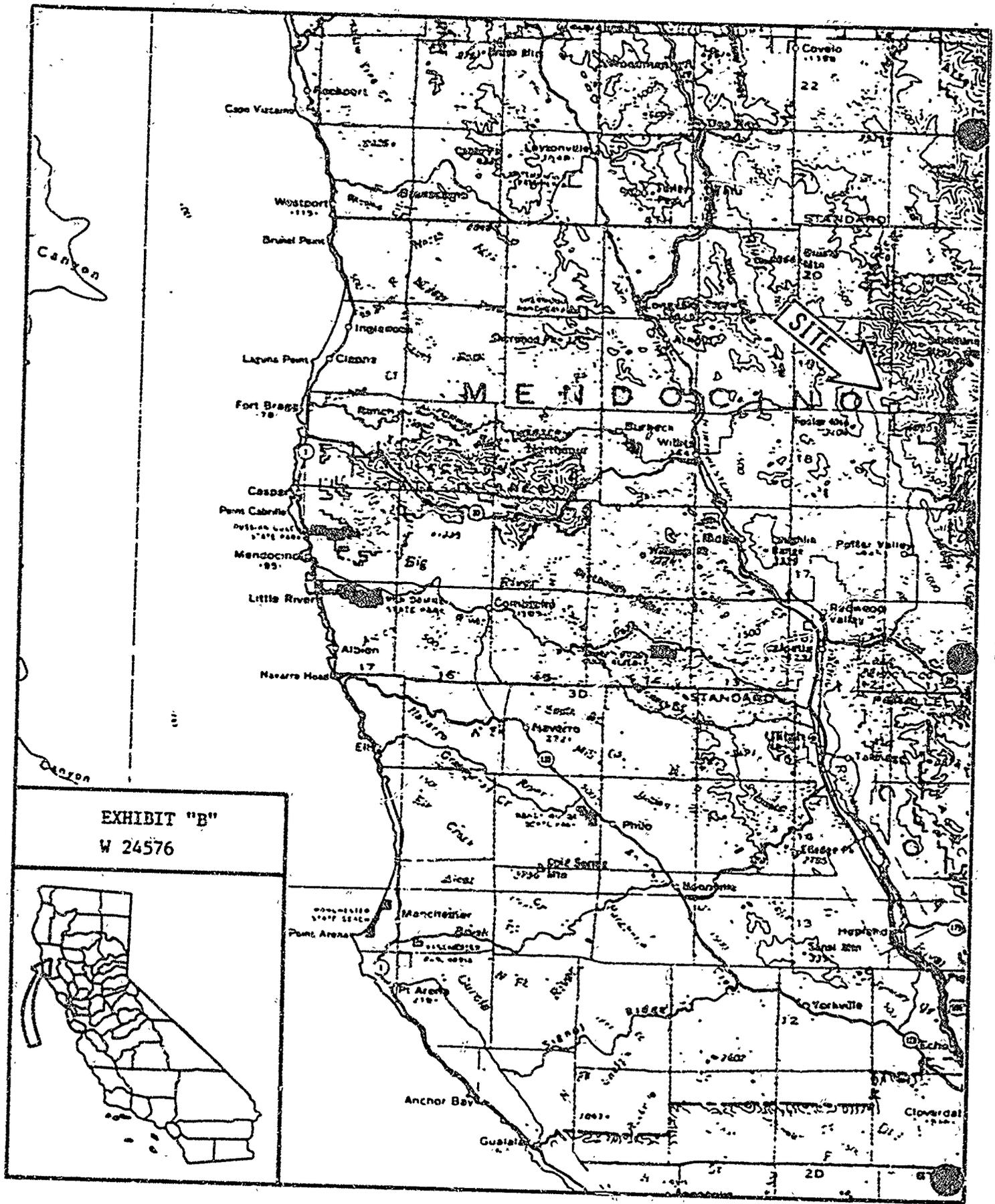


EXHIBIT "B"
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EXHIBIT "C"

AGREEMENT GRANTING RECIPROCAL ROAD USE EASEMENT

This agreement is by and between ANDRE ANDREOLI hereinafter referred to as "Andreoli", and the State of California, acting by and through the State Lands Commission, hereinafter referred to as the "State".

The State is the owner of that certain real property described as portions of Section 25, T19N, R12W MDB&M, as depicted on Exhibit "A"; an existing road whose approximate location within the property is designated as "SLC Road" in Exhibit "A", all in MDB&M, hereinafter referred to as the "State's property"; Andreoli is the owner of that certain real property described as portions of Sections 25, T19N, R12W, and Section 30, T19N, R11W, MDB&M as depicted in Exhibit "A"; and an existing road whose approximate location within the property is designated as "private road" in Exhibit "A", all in MDB&M, hereinafter referred to as the property of Andreoli.

The State desires to obtain an easement for road purposes across properties of Andreoli in order to obtain access to and from the State's property for any lawful purposes.

Andreoli desires to obtain an easement for road purposes across the State's property in order to obtain access to and from property of Andreoli for any lawful purposes.

Public Resources Code Section 6210.9 authorizes the State under specified circumstances to exchange easements across State lands for easements across adjoining lands.

In order to effectuate the above purposes, it is mutually agreed between the parties as follows:

1. The State grants to Andreoli an easement sixty feet wide (thirty feet on either side of the center line of the existing roadway), for road purposes upon the State's property as depicted in Exhibit "A", attached (official map). Andreoli, its contractors, representatives and assigns shall have the right to use the road without cost for all purposes deemed necessary or desirable in connection with the protection, management and utilization of its lands or resources, and shall have the right to construct and/or maintain the road within the easement.
2. Andreoli grants to the State an easement, sixty feet wide (thirty feet on either side of the center line of the existing roadway), for road purposes upon the property of Andreoli as depicted in Exhibit "A". The State, its contractors, representatives and assigns shall have the right to use the road without cost for all purposes deemed necessary or desirable in connection with the protection, management and utilization of its lands or resources, and shall have the right to construct and /or maintain the road within the easement.

3. The grant by the State to Andreoli (Item 1) shall be appurtenant to properties of Andreoli. The grant by Andreoli to the State (Item 2) shall be appurtenant to the State's property. Said easements shall run with the land.
4. Neither party shall use the interest granted it for purposes which would damage the surface or the subsurface of the roadway and, should a party cause such damage, the party causing damage shall repair the damage at such sole party's cost as soon as practicable.
5. If either party maintains a locked gate or other impediment to the other party's use of the interest granted to it by this agreement, that party shall furnish the other party with a key or other instrument and/or information to enable the other party to use the interest granted to it by this agreement.
6. Each interest granted by this agreement is granted subject to all outstanding liens, encumbrances, claims of title, and all other valid legal and/or equitable interests affecting the interest granted.
7. Both parties reserve the right to lease, convey, grant easements across, or otherwise transfer or encumber their respective properties so long as the transfer or encumbrance or any use resulting from it does not unreasonably interfere with the interest granted to the other party by this agreement.
8. (a) Andreoli shall not be liable and the State shall indemnify, hold harmless and, at the option of Andreoli, defend Andreoli, his officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, occurring on property of Andreoli, or improvements, or arising out of or connected in any way with any negligent act or omission of the State, its contractors, representatives and assigns in the exercise of the right herein granted, to the extent allowable under law and subject to legislative appropriation.

(b) The State shall give prompt notice to Andreoli in the case of accident, injury or casualty on the property of Andreoli.
9. (a) The State shall not be liable and Andreoli shall indemnify, hold harmless and, at the option of the State, defend the State, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, occurring on the State's property, or improvements, or arising out of or connected in any way with any negligent act or omission of Andreoli, its contractors, representatives and assigns in the exercise of the right herein granted.

(b) Andreoli shall give prompt notice to the State in the case of accident, injury or casualty on the property of the State.

10. This agreement shall be for the benefit of and be binding upon the heirs, devisees and successors of both parties.

ANDRE ANDREOLI

STATE OF CALIFORNIA
STATE LANDS COMMISSION

Andre Andreoli

By: _____

Title: _____

Date

Date: _____

The issuance of this agreement
was authorized by the State
Lands Commission on

Month/Day/Year

3391c

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