

MINUTE ITEM

This Calendar Item No. C46 was approved as Minute Item No. 46 by the California State Lands Commission by a vote of 3 to 0 at its 12/7/95 meeting.

**CALENDAR ITEM
C46**

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S 4

12/07/95
PRC7869 W 25221
Miller

**AUTHORIZATION FOR THE STATE LANDS COMMISSION STAFF
TO ENTER INTO A RECIPROCAL ROAD USE AGREEMENT
WITH SHASTA LAND MANAGEMENT CONSULTANTS
WHO WILL CONSTRUCT A 500 FOOT ACCESS ROAD ON THE
HANLAND PEAK SCHOOL LAND PARCEL ACCESSING A HELICOPTER LANDING
ON THE ADJACENT SHASTA LAND MANAGEMENT PARCEL
AND REIMBURSE THE STATE FOR THE TIMBER REMOVED
FROM THE RIGHT OF WAY**

PARTY:

Shasta Land Management Consultants, Inc.
1229 South Street
Redding, California 96001

BACKGROUND:

Pursuant to Section 8700 of the School Land Bank Act, staff is encouraged to acquire access to State school land parcels to more effectively manage such lands. Shasta Land Management Consultants (SLMC) wishes to construct a 500-foot spur road on the Hanland School Land parcel to access a proposed helicopter landing pad on their adjacent property for forest management purposes. The State will be able to utilize this landing for future timber sales. Staff has negotiated an agreement, based on current stumpage values, to provide revenue from the timber removed from the proposed right-of-way, and to gain additional road access for the State at no additional cost.

STATUTORY AND OTHER REFERENCES:

- A. The construction and potential impacts of the proposed road are discussed within Timber Harvest Plan (THP)2-95-126-SHA(4) which has been approved by the California Department of Forestry and Fire Protection.

CALENDAR PAGE	125
MINUTE PAGE	2706

CALENDAR ITEM NO. C46 (CONT'D)

- B. The Timber Harvest Plan, a CEQA environmental equivalent document, was prepared by SLMC, approved, and certified for this project by the California Department of Forestry and Fire Protection under its certified program (14 Cal. Code Regs. 15251(a)).

AB 884:

N/A

OTHER PERTINENT INFORMATION:

1. Prior to submission of the THP's to CDF for approval, the SLC staff forester walked the proposed road locations to assure that this project would create no significant damage.
2. Environmental concerns raised by the proposed construction of the road have been addressed and or mitigated in the Timber Harvest Plan approved by the California Department of Forestry and Fire Protection as meeting State CEQA Regulations.
3. The timber removed from the Hanland Peak parcels to enable road construction will not be more than two loads and the State will be compensated at the rate of \$525.00 per mbf for ponderosa pine and \$440.00 per mbf for Douglas-fir.

EXHIBITS:

- A. Location Map
- B. Reciprocal Road and Helicopter Landing Use and Right-of-Way Timber Sale Agreement

CALENDAR PAGE	125.1
MINUTE PAGE	2707

CALENDAR ITEM NO. C46 (CONT'D)

IT IS RECOMMENDED THAT THE COMMISSION:

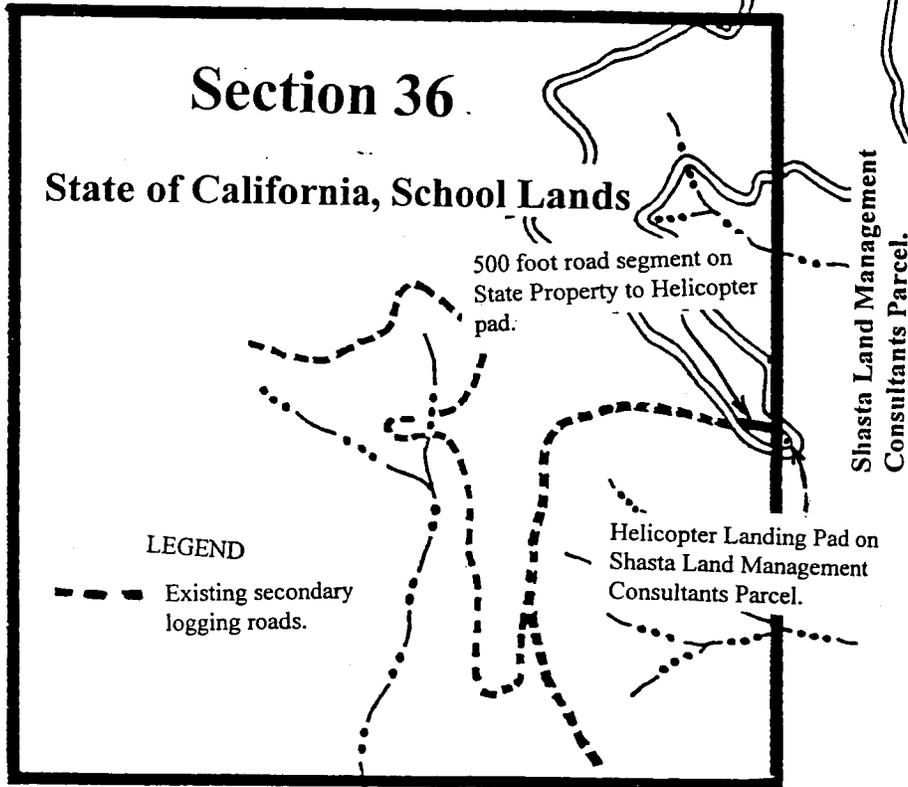
1. FIND THAT A TIMBER HARVEST PLAN, THP 2-95-126-SHA(4), HAS BEEN PREPARED AND APPROVED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION UNDER ITS CERTIFIED PROGRAM (14 CAL. CODE REGS. 15251(a), AND THAT THE COMMISSION HAS REVIEWED AND CONSIDERED THE INFORMATION CONTAINED IN SUCH PLAN.

2. AUTHORIZE STAFF TO ENTER INTO AN AGREEMENT AS CONTAINED IN EXHIBIT "B" ATTACHED HERETO, GRANTING ROAD USE EASEMENTS, PERMITTING CONSTRUCTION OF A 500-FOOT ACCESS ROAD COVERED UNDER THP 2-95-126-SHA(4) ON THE HANLAND PEAK SCHOOL LAND PARCEL AND TO SELL THE TIMBER CUT TO ENABLE THE CONSTRUCTION OF THE PROPOSED RIGHT-OF-WAY.

3. AUTHORIZE STAFF TO TAKE ANY OTHER ADMINISTRATIVE ACTION NECESSARY TO COMPLETE THE ABOVE TRANSACTION.

CALENDAR PAGE	125.2
MINUTE PAGE	2708

SEC. 36, TOWNSHIP 36 NORTH
RANGE 4 WEST, MDM



NO SCALE

Sierra Pacific Industries Parcel)

LOCATION MAP

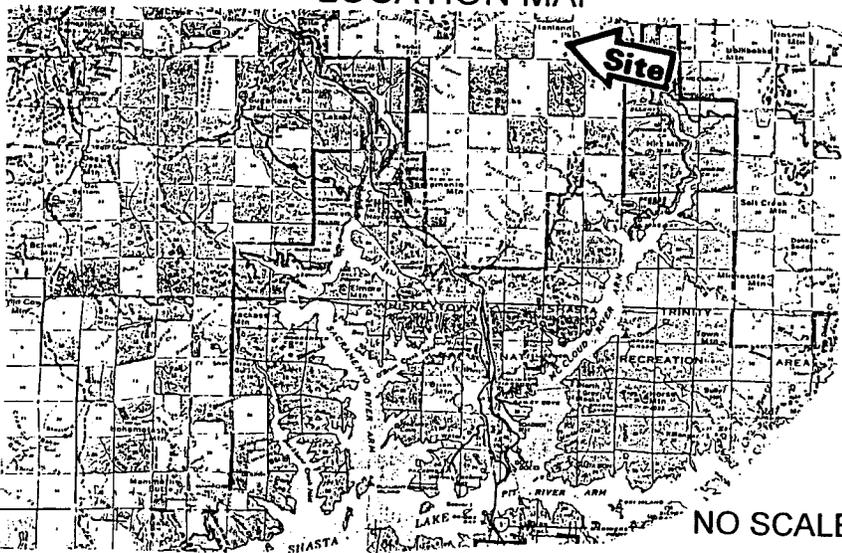


EXHIBIT "A"

W25221

Reciprocal Road Use Agreement
Road & Helicopter Landing

Sec/ 36, T36N, R4W, MDM

SHASTA COUNTY



This Exhibit is solely for purposes of generally defining the lease premises, and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

CALENDAR PAGE 125.3

MINUTE PAGE RL 11/95 2709

AGREEMENT GRANTING RECIPROCAL ROAD USE EASEMENTS
AND
FOR PURCHASE AND SALE OF TIMBER

PARTIES:

The parties to this Agreement are the **STATE LANDS COMMISSION (SLC)** a California State Agency, and **SHASTA LAND MANAGEMENT CONSULTANTS (SLMC)**, a California Corporation.

STATEMENT OF PURPOSE:

SLMC desires to construct a 500 foot spur road on the Hanland Peak **SLC** parcel described as Section 36, T36N, R4W, MDB&M, to access a proposed helicopter landing on **SLMC** ownership to harvest timber from their land locked property. In return the **SLC** will receive the use of the **SLMC** helicopter landing for future timber sales on the **SLC** parcel and will be paid for the right of way timber to be removed from the **SCL** parcel during road construction.

AGREEMENT:

W I T N E S S E T H

WHEREAS, SLC is the owner of that certain property described as Section 36, T36N, R4W, MDB&M and depicted in Exhibit "A" attached hereto and by this reference expressly made a part hereof; and

WHEREAS, SLMC is the adjacent owner to the east of the **SLC** parcel described as Section 31, T36N, R3W, MDB&M and depicted in Exhibit "A"; and

WHEREAS, SLMC desires to construct approximately 500 feet of road across **SLC** to their proposed helicopter

landing for Forest	
CALENDAR PAGE	125.4

MINUTE PAGE	2710
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Management purposes (both the road and landing are covered in Timber Harvest Plan 2-95-126-SHA(4) which is on file); and

WHEREAS, SLC desires to obtain a grant of right of way easement on the helicopter landing on SLMC property for Forest Management purposes; and

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

NOW THEREFORE, it is agreed between the parties hereto as follows:

1. That SLMC grants unto the SLC an easement for Forest Management purposes upon SLMC's helicopter landing and access to as depicted in exhibit "A" hereto which is by this reference expressly made a part hereof.
2. That SLC grants unto SLMC an easement for Forest Management road access purposes upon SLC land as depicted in Exhibit "A"
3. SLMC agrees to pay SLC for the right of way timber removed from state land during road construction across the Hanland Peak school land parcel at the rates listed below:

SPECIES	DIAMETER SORT	BID/MBF	
		GREEN	BLUE
PP/SP	8" - 13" DIB	\$350.00	\$250.00
PP/SP	14" + DIB	\$500.00	\$350.00
WF	8" + DIB	\$425.00	Camp Run
IC	8" + DIB	\$300.00	Camp Run

4. SLMC agrees to pay SLC at the end of each scaling period for the logs removed from state land. Copies of log load receipts and scale volumes will be sent to SLC at the end of the scaling period. SLMC

will be responsible
CALENDAR PAGE 125.5
MINUTE PAGE 2711

for and pay the Timber Yield Tax.

5. **SLMC** agrees that upon completion of the Timber Harvest Plan, the road they constructed on the state parcel will be out sloped and water barred in conformance with the Forest Practice Rules and Regulations. All road construction slash will be treated the same as for a public road.
6. (a) Indemnification by SLMC. **SLC** shall not be held liable and **SLMC** shall indemnify, hold harmless and, at the option of the State, defend the **SLC**, 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 that portion of the **SLMC** road and helicopter landing right-of-way adjacent to **SLC** property or improvements thereon, which arises out of or are connected in any way with the exercise of rights granted to **SLMC** under this Agreement. **SLMC** shall give prompt notice to **SLC** in any case of any accident, injury or casualty on the **SLC** property.
6. (b) Indemnification by SLC. **SLMC** shall not be liable and **SLC** shall indemnify, hold harmless and, at the option of **SLMC**, defend **SLMC**, its officers, agents, and employees, defend **SLMC**, its officers, agents, liability, claims, damages, or injuries of any kind and from any cause occurring on the **SLMC** landing right-of-way, or improvements thereon, which arise out of or are connected in any way with the exercise of rights granted to **SLC** under this agreement to that extent allowable by law and subject to legislative appropriation. **SLC** shall give prompt notice to **SLMC** in case of any accident, injury, or casualty on the **SLMC** helicopter landing.
7. The term for this agreement shall be for a period of forty-nine (49) years, commencing December 7, 1995 and terminating December 6, 2044.
8. This agreement shall inure to the benefit of and be binding upon the heirs, devisees, and successors to the parties hereto.

CALENDAR PAGE	125.6
MINUTE PAGE	2712

9. This agreement shall become effective on the date when it is duly executed by both **SLMC** and **SLC**.

Dated _____

STATE LANDS COMMISSION

By _____

William V. Morrison
Assistant Executive Officer

Dated _____

**SHASTA LAND MANAGEMENT
CONSULTANTS**

By _____

Jim Chapin
Principle of the Partnership

CALENDAR PAGE	125.7
MINUTE PAGE	2713