

3. That by cooperative effort of the oil industry, the Division of Fish and Game and the State Lands Division, a program has been evolved for the conduct of all future geophysical exploration operations on a joint venture basis whereunder the number of explosions, the destruction of marine life and any public nuisance will be held to an absolute minimum through elimination of unnecessary duplication of exploration operations.

4. That it is the desire of the State Lands Commission that all political sub-divisions be informed fully as to any operations proposed to be conducted within their limits under permit of the State Lands Division and that the State Lands Division will assist in every practicable manner in eliminating any undue annoyance or other source of complaint arising out of any of the geophysical exploration operations.

36. (Geophysical Exploration - County of Santa Barbara - W. O. 352) The Commission was informed that a resolution has been received from the Board of Supervisors of the County of Santa Barbara relative to the conduct of submarine geophysical exploration operations requesting the Fish and Game Commission, the State Lands Commission and the Division of Beaches and Parks to take appropriate action to protect the County of Santa Barbara and particularly its beaches and parks from offshore blasting operations. The resolution is based specifically on one cause of complaint that on July 16, persons using the Caviota Beach Park in Santa Barbara County were ordered from the premises by persons conducting submarine geophysical exploration. Investigation has shown that on the date of the complaint it was suggested by the representatives of the geophysical exploration contractor that swimmers in the area remain out of the water during the setting of explosions in order to avoid bodily harm. Such request was made without the knowledge of any of the local authorities or of any park supervisors.

Upon motion duly made and unanimously carried a resolution was adopted authorizing the Executive Officer to reply to the Board of Supervisors of the County of Santa Barbara relative to Resolution No. 8242 of July 19, 1948 in the same manner as recommended for reply to the City Council of the City of Santa Barbara under W. O. 297 as stated hereinbefore.

37. (East Bay Municipal Utility District - Aqueduct Crossings - San Joaquin River, Whiskey Slough, Middle River, all in San Joaquin County, and Old River in San Joaquin and Contra Costa County - W. O. Nos. 316, 317, 318 and 319) The Commission was informed that application has been received from the East Bay Municipal Utility District for right-of-way permits across San Joaquin River, Whiskey Slough and Middle River in San Joaquin County and across Old River in San Joaquin and Contra Costa Counties, each 100 feet in width and of various lengths to be occupied by their aqueduct from the Mokelumne River to the East Bay area. The crossing of Whiskey Slough is above the head of navigation as maintained by the United States Army Corps of Engineers and within the boundaries of a Swamp and Overflowed Land Survey previously sold by the State and, therefore, no permit is required.

Upon motion duly made and unanimously carried a resolution was adopted authorizing the issuance of a permit to the East Bay Municipal Utility District for Aqueduct rights-of-way crossing the San Joaquin River and Middle River in San Joaquin County and Old River in San Joaquin and Contra Costa counties 100 feet in width and of various lengths between the lines of high water on either side of each river for such time as the rights-of-way are in use for and occupied by aqueduct purposes, at a consideration of no filing fee and no rental in accordance with Section 2021 (a) of Regulation A, the East Bay Municipal Utility District to pay to the State such amount as shall be expended by the State for inspection of the plans and construction work.

38. (Assignment of Right-of-Way Agreement No. P.R.C. 206 - California Packing Corporation) The Commission was informed that on January 18, 1946, as a result of the compromise boundary settlement between the State of California and California Packing Corporation regarding the Marin Meadows Ranch in Marin County, the Commission authorized the issuance of a right-of-way agreement to the California Packing Corporation for maintenance of part of a levee on State tide and submerged lands adjacent to the Marin Meadows Ranch in Marin County at an annual rental of \$10.00 per year.

Application has now been received from the California Packing Corporation for permission to transfer this right-of-way pursuant to the terms of this easement to Mr. H. Ward Dawson, 291 Geary Street, San Francisco. The California Packing Corporation advises that the Marin Meadows Ranch has been sold to Mr. H. Ward Dawson.

Upon motion duly made and unanimously carried a resolution was adopted authorizing the assignment of right-of-way easement P.R.C. 206 from the California Packing Corporation to Mr. H. Ward Dawson in accordance with the terms and conditions of the easement agreement, such consent of assignment is to in no manner change any of the terms of said right-of-way easement and the terms and conditions of said right-of-way easement shall be fully assumed by Mr. H. Ward Dawson.

39. (Pipeline across Coyote Hill Slough - Alameda County - Leslie Salt Company - W. O. 345) The Commission was informed that the Leslie Salt Company has applied for a right-of-way lease for a pipeline across Coyote Hill Slough in Alameda County between salt pond areas now owned by that company.

Upon motion duly made and unanimously carried a resolution was adopted authorizing the Executive Officer to issue such a lease for a right-of-way across Coyote Hill Slough in Alameda County 100 feet in width and 237.36 feet in length to Leslie Salt Company for the consideration of the statutory \$5.00 filing fee which has been received and an annual rental of the regulatory \$40.00 plus 2 cents per lineal foot, amounting to a total annual rental of \$44.75 for a period of fifteen years with a renewal period of ten years at such annual rental as will be determined at the end of the fifteen year period, providing that Leslie Salt Company file with the State a surety bond in the amount of \$1,000.00 to guarantee performance and removal of facilities installed at termination of the agreement.