

11. (SALE OF VACANT FEDERAL LAND, OBTAINED THROUGH USE OF BASE, SCRIP APPLICATION NO. 4721-4721-A, SACRAMENTO LAND DISTRICT, LAKE COUNTY - HERMAN B. GLEBE - S.W.O. 5212.) An offer has been received from Mr. Glebe of Kelseyville, Lake County, California, to purchase the  $\frac{W}{2}$  of  $\frac{NW}{4}$ ,  $\frac{SE}{4}$  of  $\frac{NW}{4}$ ,  $\frac{NE}{4}$  of  $\frac{SW}{4}$ ,  $\frac{W}{2}$  of  $\frac{SE}{4}$  and  $\frac{SE}{4}$  of  $\frac{SE}{4}$  of Section 15,  $\frac{E}{2}$  of Section 22,  $\frac{S}{2}$  of  $\frac{SW}{4}$ ,  $\frac{S}{2}$  of  $\frac{SE}{4}$  and  $\frac{NE}{4}$  of  $\frac{SE}{4}$  of Section 23,  $\frac{N}{2}$  of  $\frac{SW}{4}$ ,  $\frac{SW}{4}$  of  $\frac{NE}{4}$  and  $\frac{W}{2}$  of  $\frac{SE}{4}$  of Section 24, and the  $\frac{NW}{4}$  of Section 26, T. 12 N., R. 9 W., M.D.M., containing 1,160 acres in Lake County. This land may be obtained by the State from the Federal Government through use of base. The minimum price for scrip for this type of land has been set heretofore at \$5.00 per acre cash. Mr. Glebe has made an offer of \$5,800.00 or \$5.00 per acre.

The Assessor of Lake County has assessed contiguous land at \$1.50 per acre, thus indicating an appraised value of the lands applied for of \$3.00 per acre. An appraisal by the Commission's staff indicates that the offer as made is adequate.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, A RESOLUTION WAS ADOPTED AUTHORIZING THE SALE OF THE  $\frac{W}{2}$  OF  $\frac{NW}{4}$ ,  $\frac{SE}{4}$  OF  $\frac{NW}{4}$ ,  $\frac{NE}{4}$  OF  $\frac{SW}{4}$ ,  $\frac{W}{2}$  OF  $\frac{SE}{4}$  AND  $\frac{SE}{4}$  OF  $\frac{SE}{4}$  OF SECTION 15,  $\frac{E}{2}$  OF SECTION 22,  $\frac{S}{2}$  OF  $\frac{SW}{4}$ ,  $\frac{S}{2}$  OF  $\frac{SE}{4}$  AND  $\frac{NE}{4}$  OF  $\frac{SE}{4}$  OF SECTION 23,  $\frac{N}{2}$  OF  $\frac{SW}{4}$ ,  $\frac{SW}{4}$  OF  $\frac{NE}{4}$  AND  $\frac{W}{2}$  OF  $\frac{SE}{4}$  OF SECTION 24, AND THE  $\frac{NW}{4}$  OF SECTION 26, T. 12 N., R. 9 W., M.D.M., TO MR. GLEBE AT THE APPRAISED CASH PRICE OF \$5,800.00, SUBJECT TO ALL STATUTORY RESERVATIONS, INCLUDING MINERALS, UPON THE LISTING (CONVEYANCE) OF SAID LANDS TO THE STATE BY THE FEDERAL GOVERNMENT.

12. (SALE OF VACANT FEDERAL LAND, OBTAINED THROUGH USE OF BASE, SCRIP APPLICATION NO. 4720, SACRAMENTO LAND DISTRICT, MENDOCINO COUNTY - HERMAN B. GLEBE - S.W.O. 5211.) An offer has been received from Mr. Glebe of Kelseyville, Lake County, California, to purchase the  $\frac{N}{2}$  of  $\frac{SW}{4}$  of Section 26, and the  $\frac{N}{2}$ ,  $\frac{N}{2}$  of  $\frac{SE}{4}$  and  $\frac{NE}{4}$  of  $\frac{SW}{4}$  of Section 27, T. 12 N., R. 9 W., M.D.M., containing 520 acres in Mendocino County. This land may be obtained by the State from the Federal Government through use of base. The minimum price for scrip for this type of land has been set heretofore at \$5.00 per acre cash. Mr. Glebe has made an offer of \$2,600.00 or \$5.00 per acre.

The Assessor of Mendocino County has assessed contiguous land at \$2.50 per acre, thus indicating an appraised value of the lands applied for of \$5.00 per acre. An appraisal by the Commission's staff indicates that the offer as made is adequate.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, A RESOLUTION WAS ADOPTED AUTHORIZING THE SALE OF THE  $\frac{N}{2}$  OF  $\frac{SW}{4}$  OF SECTION 26, AND THE  $\frac{N}{2}$ ,  $\frac{N}{2}$  OF  $\frac{SE}{4}$  AND  $\frac{NE}{4}$  OF  $\frac{SW}{4}$  OF SECTION 27, T. 12 N., R. 9 W., M.D.M., TO MR. GLEBE AT THE APPRAISED CASH PRICE OF \$2,600.00, SUBJECT TO ALL STATUTORY RESERVATIONS, INCLUDING MINERALS, UPON THE LISTING (CONVEYANCE) OF SAID LANDS TO THE STATE BY THE FEDERAL GOVERNMENT.

13. (ASSIGNMENT OF AGREEMENTS FOR EASEMENT NO. 309 AND NO. 325, HUNTINGTON BEACH, EAGLE OIL AND REFINING COMPANY, INC. TO SUNSET OIL COMPANY - W.O. 1066.) Application has been received from the Eagle Oil and Refining Company, Inc. and the Sunset Oil Company for approval by the Commission of a proposed assignment of Agreements for Easement No. 309 and No. 325, Huntington Beach, from Eagle Oil and Refining Company, Inc. as assignor, to Sunset Oil Company, as

assignee. The subject agreements for easement were issued March 1, 1934, for an initial term of twenty years, and were assigned to Eagle Oil and Refining Company, Inc. on September 24, 1945. The agreements provide that there shall be no assignment, either in part or in whole, voluntarily or involuntarily, without the consent in writing of the State first had and obtained. Completion of the proposed assignment to permit continued operations of the respective wells will also require the approval of the Standard Oil Company of California, the Huntington Beach Company, the Pacific Electric Railway Company, and the Pacific Electric Land Company, insofar as the course of the wells operating under the respective agreements for easement traverse other lands not under jurisdiction of the State. The State, however, is not a party to any of these corollary right-of-way agreements.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, A RESOLUTION WAS ADOPTED AUTHORIZING THE EXECUTIVE OFFICER TO APPROVE THE ASSIGNMENT OF AGREEMENT FOR EASEMENT NO. 309 AND AGREEMENT FOR EASEMENT NO. 325, HUNTINGTON BEACH, FROM THE EAGLE OIL AND REFINING COMPANY, INC. TO THE SUNSET OIL COMPANY, A CALIFORNIA CORPORATION, UPON THE SUBMISSION BY THE SUNSET OIL COMPANY OF THE PERFORMANCE BONDS IN THE AMOUNT OF \$2,000.00 EACH AS REQUIRED BY SECTION 2 (6) OF THE RESPECTIVE AGREEMENTS FOR EASEMENT.

14. (AMENDMENT OF AGREEMENT 412 (CH. 5/1938), McDONALD GAS FIELD, STANDARD OIL COMPANY OF CALIFORNIA - W.O. 754.) The Commission was informed that Agreement 412, McDonald Gas Field, was authorized effective March 1, 1940, covering the payment of royalty to the State for that proportion of gas produced from the McDonald Gas Field that the State's lands in the field (the bed of Whiskey Slough, a formerly navigable arm of the San Joaquin River) bear to the total productive area of the field. Said agreement provides in part as follows: "Second Party hereby represents to first party that the red line on the map hereunto annexed, marked Exhibit "E", is the exterior boundary of the McDonald Gas Field in San Joaquin County, California, and first party, for purposes of this agreement, hereby accepts such findings of the second party. Should it subsequently be established by second party that the McDonald Gas Field is greater or less in area than herein specified, then an appropriate adjustment shall be made between the parties hereto respecting the proportion of the State's ownership in the extended or diminished gas field, but all the other provisions of this agreement shall remain unchanged, and shall apply within said changed boundaries\* \* \* \*"

The Standard Oil Company of California, the second party to the aforesaid agreement, completed five new producing gas wells and abandoned a sixth new well between October 27, 1949, and December 9, 1949. From the results of these new wells it has been determined that the area of the field is less than that specified in the original agreement, and therefore an adjustment of the State's proportion in the diminished gas field should be made. All of the State lands effective in the original determinations are still located within the productive limits of the field, and therefore it is proposed that the State's participation should be increased from 8.25%, as provided in the original agreement, to 8.77%, effective January 1, 1950. The field data and computations as presented by the Standard Oil Company of California as the bases for the proposed revision of the agreement have been reviewed by the staff and found to be reasonable and compatible with the procedure for establishment of the State's participation in Agreement 412.