

25. (REVISION OF AGREEMENT WITH PACIFIC TELEPHONE AND TELEGRAPH COMPANY - W.O. 369.) On August 21, 1952, the Commission approved a form of agreement between the State and the Pacific Telephone and Telegraph Company. By terms of the agreement so approved, the Telephone Company was to pay the State rental for telephone line crossings over State land if a court of competent jurisdiction decreed that the State is entitled to charge rental for such crossings. By action of the Commission, legal action for determination of the rights of the Telephone Company and the State was to be initiated only in the event the Attorney General rendered an opinion that the State has rights beyond those evidenced and agreed to in the form of agreement which are denied by the Telephone Company.

By Opinion No. 52/56, dated July 2, 1953, the State "may not receive compensation where the telephone corporation validly exercises the franchise granted to it by Public Utilities Code section 7901", nor may the State "require the corporations to hold the State harmless from any liability".

Because of the Opinion so rendered, Paragraphs IV and VIII of the agreement form approved by the Commission on August 21, 1952, have been deleted with the concurrence of the office of the Attorney General. The form of agreement, after such deletion, follows and is made a part of these minutes.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, IT WAS RESOLVED AS FOLLOWS:

The State Lands Commission approves the form of agreement between the State and the Pacific Telephone and Telegraph Company (which follows) and authorizes the Executive Officer to execute such agreements approving the location of telephone crossings of State lands, the same form of agreement to be used for approval of crossings of State land by subsidiaries of the Pacific Telephone and Telegraph Company and other independent telephone and telegraph companies.

(Form of Agreement with The Pacific Telephone and Telegraph Company)

THIS AGREEMENT, made and executed this _____ day of _____, 195_, by and between the STATE OF CALIFORNIA, acting by and through its duly appointed, qualified and acting State Lands Commission, hereinafter referred to as "State", and THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a corporation, of San Francisco, California, hereinafter referred to as "Telephone Company".

W I T N E S S E T H:

WHEREAS Telephone Company, pursuant to the rules and regulations of State, has made written application to State for approval of the location of its telephone and telegraph lines, consisting of overhead and underground cable, together with the necessary fixtures and appurtenances hereinafter referred to as "telephone and telegraph facilities", in and across

in _____ County, California; and

WHEREAS State, pursuant to the provisions of Division 6 of the Public Resources Code of the State of California, has authority to grant such approval and finds that the same will be beneficial and to the best interests of State:

NOW THEREFORE, in consideration of the mutual undertaking, promises and agreements and subject to the conditions herein contained, the parties hereto mutually agree as follows, to wit:

I

Telephone Company is authorized to construct, operate and maintain said telephone and telegraph facilities within a strip _____
() feet in width, _____
() feet on each side of the centerline indicated by the broken (color) line in and across the lands and waters, the exterior boundaries of which are delineated by the continuous (color) lines as set forth on the plat attached hereto marked "Exhibit A", and by reference thereto made a part hereof.

II

Telephone Company, at its sole risk and expense, shall construct, operate and maintain said telephone and telegraph facilities in good order, repair and condition.

III

Telephone Company shall construct, operate and maintain said telephone and telegraph facilities in conformity with all applicable laws relating thereto.

IV

This agreement and the authorization herein given Telephone Company shall terminate in the event Telephone Company shall fail for a continuous period of one (1) year, after the initial installation, to maintain and operate said telephone and telegraph facilities.

V

If for any reason this agreement be terminated, Telephone Company, at its own expense and risk when requested in writing to do so by State, shall remove all property and equipment placed by or for Telephone Company in and across said land and waters referred to in Paragraph I hereof, and if Telephone Company shall fail so to do within sixty (60) days after receipt of said request, State may do so at the risk of Telephone Company, and all cost and expense of said removal shall be paid by Telephone Company to State on demand.

Furthermore, upon the termination of the authorization herein given, Telephone Company shall execute and deliver to State within sixty (60) days after service of written demand therefor, a good and sufficient quitclaim deed to said strip of land. Should Telephone Company fail or refuse to deliver said quitclaim deed as aforesaid, a written notice by State reciting the failure of Telephone Company to execute and deliver said quitclaim deed as herein provided, and reciting the fact of termination of this agreement and authorization, after

ten (10) days from the recordation of said notice, shall be conclusive evidence to Telephone Company and all persons claiming under Telephone Company of the termination of said authorization.

VI

State expressly reserves the right to grant easements or crossings, in, upon and under the aforesaid premises, and nothing herein contained shall be construed as limiting the powers of State to lease, convey, or otherwise transfer or encumber, during the life of this agreement and authorization, the said lands for any purpose whatsoever not inconsistent or incompatible with the authorization herein granted to Telephone Company by this agreement and authorization.

VII

Telephone Company shall not transfer or assign this agreement except upon the prior written consent of State first had and obtained.

VIII

All notices herein provided to be given shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, addressed as follows:

To the State:

State Lands Commission,
Room 302,
California State Building,
217 West First Street,
Los Angeles 12, California;

and to The Telephone Company:

The Pacific Telephone and Telegraph Company,
Attention of General Plant Department,
140 New Montgomery Street,
San Francisco 5, California.

The address to which the notices shall be mailed as aforesaid may be changed by written notice as herein provided; but nothing herein contained shall preclude the giving of such notice by personal service.

IX

Time is the essence of each and all the terms and provisions of this agreement and the terms and provisions of this agreement and authorization shall extend to and be binding upon the successors and assigns of the respective parties hereto.

X

This agreement may be terminated or the provisions changed, altered or amended by the mutual consent of the parties.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed as of the day and year first above written.

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By _____
Executive Officer

THE PACIFIC TELEPHONE AND TELEGRAPH
COMPANY

By _____
President

By _____
General Manager

26. (TERMINATION, LEASE P.R.C. 361.1, RICHMOND & SAN RAFAEL FERRY & TRANSPORTATION CO. - W.O. 1383.) Under date of June 25, 1948, the State, as lessor, leased to Richmond & San Rafael Ferry & Transportation Co., lessee, certain tide and submerged lands in the County of Marin, for a term from June 25, 1948, until December 31, 1971. The lessee paid \$284.08, representing the first year's rental and the rental for the last six months and six days of the lease.

2 {*Telegraphically
Carried*}
On December 26, 1952, an agreement was entered into between Richmond & San Rafael Ferry & Transportation Co., State of California, Department of Public Works, and State of California, State Lands Commission, whereby Lease P.R.C. 361.1 was terminated under conditions which have been met by the terms of a supplemental agreement executed September 2, 1953. Wherefore, the unearned rental for the final period under Lease P.R.C. 361.1 should be refunded. A new lease, P.R.C. 782.1, gives the ferry company use of the lands until December 31, 1956, or the time of the opening of a bridge to public traffic over these lands.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, IT WAS RESOLVED AS FOLLOWS:

The State Lands Commission approves the termination of Lease P.R.C. 361.1, effective December 26, 1952, in accordance with an agreement between the Department of Public Works, the State Lands Commission and Richmond & San Rafael Ferry & Transportation Co., and authorizes a refund of unearned rental paid under terms of the lease to the State in the amount of \$111.73, covering the final lease period from June 25, 1971, until December 31, 1971. Further, the Executive Officer is empowered