

MINUTE ITEM

15. (TERMINATION OF LEASE P.R.C. 1545.1, KLAMATH RIVER, CITY OF KLAMATH, DEL NORTE COUNTY, L. D. MYERS.)

After presentation of Calendar Item 27 attached, and upon motion duly made and unanimously carried, the following resolution was adopted:

THE COMMISSION AUTHORIZES CANCELLATION OF LEASE NO. P.R.C. 1545.1 COVERING TIDE AND SUBMERGED LAND ON THE KLAMATH RIVER, DEL NORTE COUNTY, EFFECTIVE AUGUST 3, 1957, THE CANCELLATION TO BE SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT THE LESSEE FURNISH THE STATE A GOOD AND SUFFICIENT QUITCLAIM DEED TO ALL RIGHTS ARISING UNDER THE LEASE;
2. THAT THE LAST YEAR'S RENTAL, PAID IN ADVANCE BY THE LESSEE, BE APPLIED AS A SECOND ANNUAL RENTAL WHICH WAS DUE AUGUST 4, 1956.

Attachment

Calendar Item 27 (1 page)

CALENDAR ITEM

SUPPLEMENTAL

27.

(TERMINATION OF LEASE NO. P.R.C. 1545.1, KLAMATH RIVER, CITY OF KLAMATH, DEL NORTE COUNTY.)

Notification has been received from lessee, L. D. (Chico) Myers, that there is no further need for Lease No. P.R.C. 1545.1 which was issued effective August 4, 1955 covering a portion of the Klamath River, adjacent to the City of Klamath in Del Norte County, for the installation, maintenance and use of a dock which was never constructed. Since the second year's rental became due on August 4, 1956, the staff has attempted unsuccessfully to collect the annual rental of \$100. On May 29, 1957 the matter was referred to the Attorney General's office for appropriate action, which has culminated in the termination request. Upon issuance of the lease the first and last years' rent was paid in advance. Therefore, termination of the lease at this time will not require additional rental collection, and there would be no rental refund pursuant to the terms of the lease.

IT IS RECOMMENDED THAT THE COMMISSION AUTHORIZE CANCELLATION OF LEASE NO. P.R.C. 1545.1 COVERING TIDE AND SUBMERGED LAND ON THE KLAMATH RIVER, DEL NORTE COUNTY, EFFECTIVE AUGUST 3, 1957, THE CANCELLATION TO BE SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT THE LESSEE FURNISH THE STATE A GOOD AND SUFFICIENT QUITCLAIM DEED TO ALL RIGHTS ARISING UNDER THE LEASE;
2. THAT THE LAST YEAR'S RENTAL, PAID IN ADVANCE BY THE LESSEE, BE APPLIED AS A SECOND ANNUAL RENTAL WHICH WAS DUE AUGUST 4, 1956.