

MINUTE ITEM

3/25/71
EGJ

3. PERMIT TO INSTALL AND MAINTAIN AN OCEAN WAVE MONITORING SYSTEM ON UNION OIL COMPANY'S PLATFORM "EVA" ON STATE OIL AND GAS LEASE PRC 3033.1, ORANGE COUNTY; UNITED STATES NATIONAL WEATHER SERVICE - W 9271, PRC 4564.9.

After consideration of Calendar Item 13 attached, and upon motion duly made and carried, the following resolution was adopted:

THE COMMISSION AUTHORIZES THE EXECUTIVE OFFICER TO ENTER INTO AN AGREEMENT (EXHIBIT "A" FORM ATTACHED HERETO AND MADE A PART HEREOF) WITH THE UNITED STATES NATIONAL WEATHER SERVICE TO INSTALL AND MAINTAIN AN OCEAN WAVE MONITORING SYSTEM ON UNION OIL COMPANY'S PLATFORM "EVA" ON STATE OIL AND GAS LEASE PRC 3033.1, IN CONSIDERATION OF THE PUBLIC BENEFIT, FOR A TERM TO BE CONCURRENT WITH THE TERM OF STATE OIL AND GAS LEASE PRC 3033.1, PROVIDING THAT UNION OIL COMPANY DOES NOT WITHDRAW ITS CONSENT. IF SUCH CONSENT IS WITHDRAWN, THIS AGREEMENT TERMINATES AT THAT TIME.

THE STATE RESERVES THE RIGHT AT ANY TIME TO SET A MONETARY RENTAL IF THE NATIONAL WEATHER SERVICE MAKES A PROFIT FROM THE PRIVILEGES GRANTED UNDER THE PERMIT, OR IF FURTHER INFORMATION SHOULD INDICATE THAT THE PUBLIC BENEFIT IS NOT ADEQUATE CONSIDERATION.

Attachment:

Calendar Item 13 (6 pages)

CALENDAR ITEM

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13.

PUBLIC AGENCY AGREEMENT

APPLICANT: United States National Weather Service.

LOCATION: Offshore Huntington Beach, Orange County (Exhibit "B").

PROPOSED USE: Ocean wave monitoring system to be installed and maintained on Union Oil Company's platform "Eva" located on State Oil and Gas Lease PRC 3033.1, issued on July 25, 1963.

TERMS: To be concurrent with the term of State Oil and Gas Lease PRC 3033.1. (Twenty (20) years from the effective date of the lease, and for so long thereafter as oil and gas is produced in paying quantities, providing that Union Oil Company does not withdraw its consent. If such consent is withdrawn, this agreement terminates at that time.)

CONSIDERATION: The public benefit, with the State reserving the right at any time to set a monetary rental if the National Weather Service makes a profit from the privileges granted under the permit, or if further information should indicate that the public benefit is not adequate consideration.

PREREQUISITE ITEMS: On February 9, 1971, Union Oil Company and the National Weather Service entered into a written agreement entitled "Authorization and Consent", in which Union Oil Company, for a nominal consideration, consented to the installation of an ocean wave monitoring system on platform "Eva".

STATUTORY AND OTHER REFERENCES:

- a. Public Resources Code: Div. 6, Pt. 2, Ch. 1, Secs. 6501-6509.
- b. Administrative Code: Title 2, Div. 3, Secs. 2000-2011.
- c. Commission policy: Minute Item 18 of November 18, 1959.
- d. Lease PRC 3033.1: Paragraphs 1 and 7.

OTHER PERTINENT INFORMATION: The water portion of the system consists of a small electric sensor clamped to one leg of the platform. The readings will be transmitted via VHF radio located on the platform to the U.S. Weather Bureau Forecast Office in Los Angeles.

EXHIBITS: A. Agreement. B. Location map.

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IT IS RECOMMENDED THAT THE COMMISSION AUTHORIZE THE EXECUTIVE OFFICER TO ENTER INTO AN AGREEMENT (EXHIBIT "A" FORM ATTACHED HERETO AND MADE A PART HEREOF) WITH THE UNITED STATES NATIONAL WEATHER SERVICE TO INSTALL AND MAINTAIN AN OCEAN WAVE MONITORING SYSTEM ON UNION OIL COMPANY'S PLATFORM "EVA" ON STATE OIL AND GAS LEASE PRC 3033.1, IN CONSIDERATION OF THE PUBLIC BENEFIT, FOR A TERM TO BE CONCURRENT WITH THE TERM OF STATE OIL AND GAS LEASE PRC 3033.1, PROVIDING THAT UNION OIL COMPANY DOES NOT WITHDRAW ITS CONSENT. IF SUCH CONSENT IS WITHDRAWN, THIS AGREEMENT TERMINATES AT THAT TIME.

THE STATE RESERVES THE RIGHT AT ANY TIME TO SET A MONETARY RENTAL IF THE NATIONAL WEATHER SERVICE MAKES A PROFIT FROM THE PRIVILEGES GRANTED UNDER THE PERMIT, OR IF FURTHER INFORMATION SHOULD INDICATE THAT THE PUBLIC BENEFIT IS NOT ADEQUATE CONSIDERATION.

Attachment: Exhibit "A"

EXHIBIT "A"

AGREEMENT

W 9271

This agreement is entered into on _____, 1971, by and between the State of California, acting by and through the State Lands Commission, hereinafter called the State, and the United States of America, acting by and through the United States National Weather Service, a United States Governmental Agency hereinafter referred to as the National Weather Service;

WHEREAS, on July 25, 1963, the State of California and the Union Oil Company entered into an oil and gas lease designated as PRC 3033.1 for a parcel of submerged land in San Pedro Channel in Orange County, and a memorandum thereof was recorded August 21, 1963, in Book 6685 at page 521 of the Official Records of Orange County;

WHEREAS, Union Oil Company is maintaining thereon under the terms of said lease an offshore platform called "Eva" upon which the National Weather Service desires to maintain an ocean wave monitoring system;

WHEREAS, on February 9, 1971, Union Oil Company and the National Weather Service entered into a written agreement entitled "Authorization and Consent" in which Union Oil Company, for a nominal consideration, consented to the installation of said ocean wave monitoring system on said platform "Eva"; and

WHEREAS, the information collected from said ocean wave monitoring system has a high potential for public benefit in the forecasting of dangerous waves, giving warnings, protection of life and property, and when such data is collected it will be available to the public.

NOW, THEREFORE, the undersigned agree as follows:

1. The consideration for this agreement is the public benefit. The State reserves the right to require payment of a reasonable rental at any time if the

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National Weather Service makes a profit from the privileges granted herein, or if further information should indicate that the public benefit was not adequate consideration.

2. This agreement is subordinate to each and all of the terms and conditions of said Union Oil lease dated July 25, 1963, and said Authorization and Consent dated February 9, 1971. National Weather Service agrees to abide by all of the terms and conditions of each of said agreements insofar as they are applicable, and to conduct its operations hereunder so as to minimize interference with the operations of the Union Oil Company under said lease.

3. The term of this agreement shall be concurrent with the term of said Union Oil lease but not greater than the term of said Authorization and Consent, subject to the right of the State or the National Weather Service to terminate it at any time for any reason whatsoever upon giving the other party six months' written notice of its election to terminate.

4. The National Weather Service shall have the privilege of using, subject to the continuing consent of Union Oil Company, part of platform "Eva", and the necessary access thereto. No right is given to use or occupy any other part of said Union Oil Company leased premises.

5. This agreement is personal to the National Weather Service and shall not be subject to assignment, subletting, or transfer in whole or in part without first obtaining the written consent of the State.

6. The State expressly reserves the right to grant, and to continue to permit, upon such terms as the State may determine, joint or several use of the land covered by this agreement, and easements or rights-of-way including easements upon, through, or in the access routes and on platform "Eva" as may be necessary or appropriate for other uses of any State lands covered by this agreement.

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7. The National Weather Service shall comply with all valid laws of the United States and of the State of California and all valid ordinances of cities and counties applicable to its operations hereunder and with all the rules and regulations of the State Lands Commission applicable to its operations hereunder.

8. At the expiration of this agreement, or any sooner termination thereof, the National Weather Service agrees to surrender the premises described herein in good order and condition, and to remove all structures and fixtures placed upon the lands described herein by the National Weather Service, and otherwise restore the premises to their original condition except for normal wear.

9. The National Weather Service agrees to indemnify the State against, and save the State harmless from, all costs and expenses, including attorneys' fees, and all liability and claims and demands of others for loss of or damage to property, or injury to or death of persons which may result directly or indirectly from the granting, use of, termination of, or operations under this agreement.

10. Any notice given pursuant to this agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To the State:

State Lands Commission
107 South Broadway
Room 3123
Los Angeles, California 90012

To:

National Weather Service
P.O. Box 11188, Federal Building
Salt Lake City, Utah 84111

The above addresses may be changed by written notice given by either party to the other at any time. Nothing herein contained shall preclude the giving of any such notice by personal service.

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The failure of the State to enforce any of the conditions, requirements, or other provisions of this agreement shall not constitute a waiver by the State of any such condition, requirement, or other provision.

IN WITNESS WHEREOF, this instrument is executed on behalf of the parties hereto by their respective duly authorized officers, as of the date first above written.

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By _____
F. J. Hortig, Executive Officer

UNITED STATES NATIONAL WEATHER SERVICE

By _____