

MINUTE ITEM

1/26/72  
LHG

23. 49-YEAR PUBLIC AGENCY LEASE, TWO PARCELS OF SCHOOL LAND NEAR SAND HILLS RECREATION AREA, IMPERIAL COUNTY; U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT - W 8910, PRC 4641.2.

After consideration of Calendar Item 20 attached, and upon motion duly made and carried, the following resolution was adopted:

THE COMMISSION:

1. FINDS THAT, IN ACCORDANCE WITH ENVIRONMENTAL IMPACT REPORT NO. 34 ON FILE IN THE OFFICE OF THE STATE LANDS COMMISSION AND BY REFERENCE MADE A PART HEREOF, A LEASE AS RECOMMENDED HEREIN WILL NOT HAVE A SIGNIFICANT DETRIMENTAL ENVIRONMENTAL EFFECT.
2. AUTHORIZES THE ISSUANCE TO THE U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT OF A 49-YEAR LEASE IN THE FORM AND CONTENT OF EXHIBIT "B" ATTACHED HERETO, FROM JANUARY 1, 1972, WITH STATE RESERVING THE RIGHT TO REVIEW AND RESET THE RENTAL AT FIVE-YEAR INTERVALS, FOR THE CONSTRUCTION AND MAINTENANCE OF A ROAD AND PARKING FACILITY ON THE LAND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Attachment:

Calendar Item 20 (7 pages)

Minute item 23, meeting of 1/26/72 RESCINDED  
by minute item 23, meeting of 2/27/72. JHAK  
(Initials)

CALENDAR ITEM

1/72  
W 8910  
LHG

20.

PUBLIC AGENCY LEASE

APPLICANT: U. S. Department of the Interior Bureau of Land Management.

LOCATION: Two parcels of school land totaling 14.69 acres, near Sand Hills Recreation Area, Imperial County.

LAND USE: Right-of-way for road and parking purposes.

TERMS: 49 years, from January 1, 1972.

CONSIDERATION: \$170.00 per year, with State reserving the right to review and reset the rental at five-year intervals.

STATUTORY AND OTHER REFERENCES:

- a. Public Resources Code: Div. 6, Parts 1 and 2.
- b. Administrative Code: Title 2, Div. 3, Arts. 1 and 2 as amended effective May 10, 1969.

OTHER PERTINENT INFORMATION:

The environmental impact report has been prepared and submitted to Federal, State and local agencies having jurisdiction and expertise. All agencies have now concurred that this project will not result in significant detrimental environmental effect.

EXHIBITS: A. Land description.  
B. Lease form.  
C. Location map.

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT, IN ACCORDANCE WITH ENVIRONMENTAL IMPACT REPORT NO. 34 ON FILE IN THE OFFICE OF THE STATE LANDS COMMISSION AND BY REFERENCE MADE A PART HEREOF, A LEASE AS RECOMMENDED HEREIN WILL NOT HAVE A SIGNIFICANT DETRIMENTAL ENVIRONMENTAL EFFECT.
2. AUTHORIZE THE ISSUANCE TO THE U. S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT OF A 49-YEAR LEASE IN THE FORM AND CONTENT OF EXHIBIT "B" ATTACHED HERETO, FROM JANUARY 1, 1972, WITH STATE RESERVING THE RIGHT TO REVIEW AND RESET THE RENTAL AT FIVE-YEAR INTERVALS, FOR THE CONSTRUCTION AND MAINTENANCE OF A ROAD AND PARKING FACILITY ON THE LAND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Attachments: Exhibits "A" and "B"

EXHIBIT "A"

Lessee: Bureau of Land Management

## PARCEL I

A strip of land 200 feet wide being a part of Section 36, T. 13 S., R. 17 E., S.B.M., in Imperial County, California, said strip of land being more particularly described as lying 100 feet on each side of the following described line:

Commencing at Station 0+00 on the centerline of State Highway 78 which station is 1930.2 feet north and 1141.8 feet east of the corner common to Sections 35 and 36, T. 13 S., R. 17 E., S.B.M.; and Sections 1 and 2, T. 14 S., R. 17 E., S.B.M.; thence, S. 17° 36' E., 100 feet to the TRUE POINT OF BEGINNING; thence, from said true point of beginning S. 17° 36' E., 83.55 feet to Station P.S. 1+83.55; thence, southeasterly 150 feet along a spiral curve concave to the northeast having an "S" = 2' 15', to Station PSC 3+33.55; thence, southeasterly 232.5 feet along a horizontal curve concave to the northeast having central angle of 11° 28' 30", to Station PCS 5+66.05; thence, southeasterly 150 feet along a spiral curve concave to the northeast having an "S" = 2° 15', to Station PT 7+16.05; thence, S. 29° 04' 30" E., 649.35 feet to Station P.S. 13+65.40; thence, southwesterly 150 feet along a spiral curve concave to the southwest having an "S" = 2° 15', to Station 15+15.40; thence, 574.7 feet along a horizontal curve concave to the southwest and having a central angle of 21° 44' 30", to Station PCS 20+90.12; thence 150 feet along a spiral curve concave to the southwest having an "S" = 2° 15' and to the section line common to Section 36, T. 13 S., R. 17 E., S.B.M., and Section 1, T. 14 S., R. 17 E., S.B.M.; and the terminus of the herein described line.

## PARCEL II

A 100 foot wide strip of land adjacent to, and parallel with the west line of the above described strip of land; said strip of land being 400 feet in length and having a point of beginning lying 100 feet at a right angle in a westerly direction of a point on the centerline described as Station 10+00.

EXHIBIT "B"

STATE OF CALIFORNIA

STATE LANDS COMMISSION

LEASE NO. \_\_\_\_\_ PUBLIC RESOURCES CODE SERIES

For such consideration and specific purposes as are hereinafter set forth and subject to such terms, conditions, reservations, restrictions and time limitations as are hereinafter set forth:

THE STATE OF CALIFORNIA, hereinafter called the State, acting through the State Lands Commission and pursuant to the authority contained in Division 6 of the Public Resources Code and the rules and regulations adopted thereunder, does hereby demise and lease for a term of forty-nine (49) years, beginning January 1, 1972 to U. S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, hereinafter called the Lessee, a right of way for road purposes and a non-commercial lease for parking area and auxiliary facilities in and upon those certain State school lands situate in the County of Imperial, State of California, and more particularly described as Parcel I and Parcel II on Exhibit "A" attached and by reference made a part hereof.

The parties of this agreement do hereby covenant and agree as follows:

1. That this lease is subject to existing contracts, leases, licenses, easements and encumbrances which may affect leased premises.

2. That the term of this agreement shall commence upon the above recited date of January 1, 1972 and shall continue thereafter through December 31, 2021 unless sooner terminated as hereinafter provided;

EXHIBIT "B" (CONTD.)

3. State acknowledges receipt from Lessee of the sum of Eight Hundred Fifty and No One-hundredth Dollars (\$850.00) as payment in full of rental for the first five (5) years of the term of this lease.

4. The State shall, on each fifth anniversary of this lease, be entitled to fix at a different amount the annual rental for the term following such anniversary, effective on such anniversary date, by written notice to Lessee given on or before three months before such anniversary date. Should State fail to provide Lessee with such notice on or before three months prior to any such fifth anniversary of the term, the annual rental will remain the same as the rental payable for the immediately preceding five-year period.

5. The expenditure or advance of any money or the performance of any work by the United States, hereunder, which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. No liability shall accrue to the United States in case such funds are not appropriated or allotted.

6. That the State expressly reserves the right to grant easements or crossings in, upon and under the demised premises, and nothing herein contained shall be construed as limiting the powers of the State to lease, convey or otherwise transfer or encumber, during the life of this agreement, the hereinbefore described State lands for any purpose whatsoever not inconsistent or incompatible with the rights or privileges granted to the Lessee by this agreement;

7. That the Lessee shall maintain and keep in good sound repair all structures, facilities or appurtenances upon the property and that no substantial alterations to existing structures or erection of new structures or removal of any structure shall be undertaken without the prior written permission of the State first had and obtained;

EXHIBIT "B" (CONTD.)

8. That the Lessee shall observe and comply with all rules and regulations now promulgated by any agency of the State of California having jurisdiction over the leased land and such reasonable rules and regulations as may hereafter be promulgated by any agency of the State of California having jurisdiction therein; and the Lessee shall at all times take suitable precautions to prevent pollution of any nature;

9. That there is reserved to the State all natural resources, timber and minerals, including oil or gas in or upon the described land and the right to grant in, over and across said land, leases easements and/or rights-of-way to extract or remove such natural resources, timber or minerals as provided by law and the rules and regulations of the State Lands Commission and without compensation to the Lessee; said grants to be not inconsistent or incompatible with the rights and privileges granted herein;

10. That if any party herein defaults in the performance of any of the terms and conditions of this agreement, it shall have 30 days after service upon it of written notice of such default in which to correct such default by rendering a satisfactory performance. In the event that said party fails to cure its default within such period of time the non-defaulting party shall have the right without further notice to terminate this agreement. In addition to the foregoing, this agreement may be terminated or the provisions changed, altered, or amended by mutual consent of the parties.

11. That the lessee will, on the last day of said term or sooner termination of this agreement, peaceably and quietly leave, surrender and yield up to the State, all and singular, the demised premises in good order, condition and repair, reasonable use and wear thereof and damage by act of God

EXHIBIT "B" (CONTD.)

or the elements excepted. Upon termination of this agreement, because of a default of one of the parties herein, or for any cause whatsoever, a written notice by the State reciting the fact of termination shall, from the date of recordation of said notice, be conclusive evidence against lessee and all persons claiming under lessee of the termination of this agreement;

12. 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 any such notice by personal service;

13. That time is the essence of each and all the terms and provisions of this agreement, and the terms and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto; if more than one Lessee is named herein, the obligations of said parties herein contained shall be joint and several.

This agreement will become binding on the State only when duly executed on behalf of the State Lands Commission of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereafter affixed.

U. S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

STATE OF CALIFORNIA  
STATE LANDS COMMISSION

By \_\_\_\_\_  
Title

By \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Date

The issuance of this Lease was authorized by the State Lands Commission on \_\_\_\_\_

EXHIBIT "A"

## Land Description

Lessee: Bureau of Land Management

## PARCEL I

A strip of land 200 feet wide being a part of Section 36, T. 13 S., R. 17 E., S.B.M., in Imperial County, California, said strip of land being more particularly described as lying 100 feet on each side of the following described line:

Commencing at Station 0+00 on the centerline of State Highway 78 which station is 1930.2 feet north and 1141.8 feet east of the corner common to Sections 35 and 36, T. 13 S., R. 17 E., S.B.M.; and Sections 1 and 2, T. 14 S., R. 17 E., S.B.M.; thence, S. 17° 36' E., 100 feet to the TRUE POINT OF BEGINNING; thence, from said true point of beginning S. 17° 36' E., 83.55 feet to Station P.S. 1+83.55; thence, southeasterly 150 feet along a spiral curve concave to the northeast having an "S" = 2° 15', to Station PSC 3+33.55; thence, southeasterly 232.5 feet along a horizontal curve concave to the northeast having central angle of 11° 28' 30", to Station PCS 5+66.05; thence, southeasterly 150 feet along a spiral curve concave to the northeast having an "S" = 2° 15', to Station PT 7+16.05; thence, S. 29° 04' 30" E., 649.35 feet to Station P.S. 13+65.40; thence, southwesterly 150 feet along a spiral curve concave to the southwest having an "S" = 2° 15', to Station 15+15.40; thence, 574.7 feet along a horizontal curve concave to the southwest and having a central angle of 21° 44' 30", to Station PCS 20+90.12; thence 150 feet along a spiral curve concave to the southwest having an "S" = 2° 15' and to the section line common to Section 36, T. 13 S., R. 17 E., S.B.M., and Section 1, T. 14 S., R. 17 E., S.B.M.; and the terminus of the herein described line.

## PARCEL II

A 100 foot wide strip of land adjacent to, and parallel with the west line of the above described strip of land; said strip of land being 400 feet in length and having a point of beginning lying 100 feet at a right angle in a westerly direction of a point on the centerline described as Station 10+00.

END OF DESCRIPTION